



Post Office Box 367285
Bonita Springs, Florida 34136
239-390-9700 office
239-390-9777 fax

THIS AGREEMENT made this _____ day of September, 2025 by and between **Expert Lawn Care, LLC. "Contractor"** and **Tarpon Cove Master Community Association "Owner"**

Article I: Agreement to Perform Work

- A. Owner hereby hires the Contractor to perform landscape and maintenance services at **Tarpon Cove Master Association** in accordance with the terms and provisions herein.
- B. As compensation to Contractor for the performance of his duties under this Agreement, Owner shall pay Contractor the sum of **\$ 237,600.00** per year, in accordance with Article II, Section L.

Total \$ 19,800.00 per month

- C. The Scope of Work and Specifications are as set forth herein. The term of this Agreement and Owners' right to terminate are set forth in Article II, Section K. Furthermore, this Agreement shall be modified in the event Contractor is requested to maintain additional landscaping installed by Owner, as shall be negotiated by the parties.
- D. The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission by the Contractor, any Subcontractor employed by Contractor, anyone

Owner _____ (Initials)
Contractor _____ (Initials)

directly or indirectly employed by any of them or anyone for whose acts for which any of them may be liable.

Article II: Scope of Work and Specifications

A. MOWING

1. All irrigated St. Augustine turf grass areas shall be maintained at a height of not less than 3" or more than 4" based upon the following frequency: (42)

a.) Weekly in growing season from April to October.

b.) Every other week from November through March.

2. Clippings or other mowing related debris shall be machine blown from streets, curbing, parking areas, sidewalks, covered parking, driveways or the hardscape areas.

3. All mower blades shall be sharpened weekly to ensure minimum damage and injury to turf grass.

B. EDGING

1. Mechanical edging shall be performed along all curbing, parking area, sidewalks, and bike paths during each mowing and around all plant beds a minimum of twice per month. Edging and trimming as required around isolated trees, shrubs, sign posts, etc. located at the work site will be conducted during each mowing.

2. All debris resulting from edging shall be blown off.

3. Chemical or herbicide use for edging is forbidden.

C. FERTILIZATION

1. Turf Grasses and St. Augustine Floratam - Not less than four applications per year at 11lb/1000 square feet per application. A high-grade granular fertilizer will be used containing a minimum of 50% slow release nitrogen.

a. At times, environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see that turf areas are kept uniformly green, healthy and in top condition. It shall be the responsibility of the Contractor to determine specific needs and requirements and to notify the Owner's Authorized Representative when these additional applications are

needed and are being executed. Any applications above the 4 scheduled per year shall be at the owner's expense.

b. Fertilizers containing Iron shall be removed from curbs, roads, or walks to avoid staining before the sprinklers activated after application of the fertilizer.

c. The method of fertilizer application shall be the responsibility of the Contractor. If any turf is badly damaged by excessive fertilizer, the Contractor, at his expense, shall replace it.

2. Landscape Planting

a. The Contractor shall fertilize all trees, palms, shrubs, ground covers, and bedding plants to maintain them in healthy growing condition free of symptoms of nutritional deficiency or undesirable appearance. Trees over 25' in overall height may require additional, optional fertilization.

b. A complete acidic fertilizer such as an 8-10-10 organic with micronutrients shall be applied four times per year in January, April, July, and October.

D. MULCHING Mulch needs to be top dressed or replenished at least once a year, or more if circumstances requires, as it deteriorates, washes and blows away, or becomes unsightly. Mulch shall be pine straw or cypress. **MULCH APPLICATIONS ARE NOT INCLUDED WITH CONTRACT.**

E. PRUNING

1. Pruning shall be done by the Contractor to shape individual plant species and/or to renew the vigor of the particular plant species not more than 8 times per year. Does not include native areas.

a. Tree pruning is limited to trees 12 feet overall, elevation only, and palm trees 12 feet to first frond or less in height. Trees 12 feet or higher can be maintained at an additional cost to the owner. Palms at 12 feet or higher can be maintained at an additional cost.

b. **All hand pruning shall be performed as required to maintain the natural shape and characteristics, of the plant species.**

c. All plant material shall be maintained and pruned throughout the community.

F. WEEDING The Contractor shall keep all planted areas (other than in turf) free of weeds at all times as described herein. This includes the bases of trees and shrubs, beds and borders. Generally, weeds shall be sprayed with herbicide. Weed free beds will not be guaranteed in areas where mulch or pine straw is absent or less than 2 to 3 inches thick.

G. IRRIGATION SYSTEM MAINTENANCE AND OPERATION

1. Each system shall be inspected monthly. This inspection shall include the operation of the system, zone by zone, to determine proper controller operation, cleaning and adjustment of heads to assure proper coverage and to determine necessary repairs. Irrigation system operation and scheduling shall be adjusted as in Contractor's sole discretion, environmental conditions warrant.

2. The Contractor shall repair damage to any elements of the irrigation system caused by the Contractor at no cost to Owner within 72 hours of the time the damage is noted, unless circumstances make this reasonably impossible, upon which the damage will be repaired as soon as reasonably possible.

3. Damage that is noted which is not the fault of the Contractor will be repaired at an additional cost to the Owner after the approval of the Owner's Authorized Representative. **Service calls will be \$65.00 per hour plus labor and materials. Emergency or after hours service calls will be at \$125.00 per hour.** If billable repairs are minor and are necessary to maintain the system, the contractor will complete *without authorization*. Minor repairs are being those of a cost of **\$500.00** or less.

H. SPRAYING AND CHEMICAL USE

All plant material will be checked weekly for indications of insects and possible disease with application of the appropriate treatment when necessary. All chemicals shall be applied in a manner for the purpose and at the rate specified by the manufacturer, in accordance with accepted industry standards and practices and in accordance with all applicable local, state, and/or federal laws and regulations.

1. Herbicides

a. Any plant loss or damage resulting from the application of herbicides shall be the responsibility of the Contractor and that plant material shall be replaced, in like kind and size, at no cost to the Owner.

b. Extreme weather situations, such as excessive rainfall, that affect the residual nature of pre-emergent herbicides shall be re-applied at the owner's expense.

c. Weed control will extend to driveways and sidewalks.

2. Insecticides and Pesticides & Weed Control

Insecticides and/or pesticides & weed control shall be performed using the Integrated Pest Management approach. Fire Ant control will be applied as needed throughout the year at no extra charge. The above service will have unlimited service calls at no charge. This treatment does not include treatment for nematodes or Palm bud drench applications.

3. Fungicides

Fungicides shall be applied to plant material and/or turf grasses on an as needed basis in Contractor's sole discretion to address specific problems as they occur. This treatment does not include Palm bud drench applications.

4. The Contractor may subcontract spraying and chemical application. However, the Contractor or sub-contractor performing required spraying or chemical applications must be qualified and hold all required licenses for this work. Documented evidence of such qualifications must be on file with the maintenance contractor. Copies of the license and insurance will be provided to the association and management company in the event any work is sub contracted.

I. QUALITY CONTROL

Service requests will be scheduled as soon as possible with priority given to critical situations, but our goal would be to have the service completed within one or two business days. Account Manager is available to meet weekly if needed with HOA representative.

J. CONTRACTOR'S PERSONNEL

1. All Contractors' personnel shall be considered to be at all times the sole employees of the Contractor, under his sole control and direction and not an employee or agent of the Owner.

2. The Contractor shall provide competent and trained personnel. An English speaking Account Manager will be available to speak with by phone. The Account Manager will properly oversee the Crew Leader and act as a liaison between the landscape Crew Leader and the Owner's Authorized Representative.

3. All Contractors' personnel shall, while on the premises or work site, wear a uniform clearly identifying them as the Contractor's employee. Personnel should be dressed appropriately and as clean and neat as working conditions permit.

K. CONTRACT PERIOD, CANCELLATION AND TERMINATION

1. The period of this Contract shall be for twelve (12) months, commencing from the date first stated above. This Contract shall automatically renew on each anniversary date of the agreement, unless either party delivers written notice to the other of the notifying party's intention to cancel the automatic renewal. The written notice of cancellation must be delivered at least 30 days prior to the anniversary date.

2. Either party may cancel this Contract upon thirty (30) days written notice with or without cause.

L. INVOICING Invoices for the current months' work shall be submitted by mail or hand delivery to Owner's Authorized Representative by the 10th of the current month of service. Payment is due by the end of the month of the current month of service. ***Outstanding balances not paid by the end of the current month of service will be considered past due and incur interest from the invoice date at a rate of 1.5% per month.*** Contractor may engage professional services to collect past due accounts. Contractor shall be entitled to the reasonable costs of collection, including, but not limited to, collection agency fees, attorney fees and court costs.

M. ADDITIONAL WORK Any service not specially listed herein above shall be considered Additional Work. Upon request, Contractor shall furnish Owner with an itemized estimate for any Additional Work, which may be requested. If approved, a separate invoice for extra work will be submitted to Owner.

Article III: Miscellaneous Provisions

A. NOTICES All notices required or made pursuant to this Contract by either party shall be presented to the other party in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addresses noted below. Either party may change its address for notices by giving written notice to the other party in accordance with the requirements of this Section.

- B. MODIFICATION** No modification or change to this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.
- C. ATTORNEY'S FEES AND COSTS** In any claim or controversy arising out of or relating to this Contract, the prevailing party shall be awarded reasonable attorney's fees, costs and expenses.
- D. SUCCESSORS AND ASSIGNS** Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract.
- E. GOVERNING LAW** This Contract shall be interpreted under and its performance governed by the laws of the State of Florida. Venue for any action hereunder shall be Lee County, Florida.
- F. NO WAIVER** The failure of the Contractor to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- G. ENTIRE AGREEMENT** Each of the parties hereto agrees and represents that the Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Contract.
- H. SEVERABILITY** Should any provision of this Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

STORM CLEAN-UP PROCEDURE

The following procedures are intended to help in the unlikely event of a hurricane. The goal is to have an outline as to what actions should be taken directly after a hurricane has occurred.

- Response time after a hurricane is 24 hrs. This means that 24 hrs after a storm has passed through the area crews large enough to remove debris will be on site.
- The first actions taken on **Expert Lawn Care's** Part is to clear roadways and walkways.
- Pricing and payment on emergency services will be agreed upon before hurricane season begins.
- Once the clearing of roadways and walkways has occurred removal of dangerous trees will be completed. Dangerous trees are considered anything leaning in such a way that is considered in **Expert Lawns Care's** view point to be an immediate danger to structure or life.
- After removal of dangerous trees is completed then the task of straightening and staking trees will begin. Trees and bushes that need staked are determined by **Expert Lawn Care**. It is in the best interest of the community for **Expert Lawn Care** to determine which trees and bushes need staked and straightened. This freedom allows **Expert Lawn Care** to be responsible for the life of plants and trees that it maintains. Because straightening and staking are done on a case-by-case basis **Expert Lawn Care** will use its professional opinion when faced with a decision to stake or straighten a tree or bush.
- Weekly meeting will be set up between property management, board of directors and the operations manager from **Expert Lawn Care**. The purpose of this meeting is to discuss which types of tree and shrub are being staked and which trees and shrubs are being removed. How much has been spent on clean up to date. How much more in the opinion of **Expert Lawn Care** will need to be done. Direction from the board is crucial in this situation. **Expert Lawn Care** must be directed as to the expectations of how far the clean-up should go and how much the board is willing to spend.

THIS AGREEMENT entered into on the date first referenced above.

"CONTRACTOR"

Expert Lawn Care LLC
PO Box 367285
Bonita Springs, FL 34136

Telephone: 239-390-9700

Facsimile: 239-390-9777

_____/Date
(Signature)

By: Juan Gonzalez

Title: Owner
Juan@expertlawn care.net

"OWNER"

_____(Name)
_____(Address)

(City/St./Zip)

Telephone: _____

Facsimile: _____

_____/Date
(Signature)

By: _____
(Print Name)

Title: _____