



LANDSCAPE MAINTENANCE AGREEMENT

This agreement is made betweenreferred to as "Client" and "LAFLEUR NURSERIES & GARDEN CENTER, LLC" herein referred to as 'Contractor'.

- 1. The Landscape Maintenance Agreement is for services to be provided by the Contractor for the Client at the following location:*

- 2. Contractor will provide all labor, supervision, and equipment necessary to carry out all the work agreed upon by the parties.*

- 3. The initial term of this contract is for twelve (12) consecutive months commencing on This contract shall automatically renew for a period of twelve additional months unless a written, thirty (30) day notification of non-renewal is given to the Contractor by the Client prior to the initial termination date.*

Pricing schedule breakdown:

4. The Contractor agrees to provide the landscape maintenance services within the time and manner described in the 'Specifications for Landscape Maintenance Services' attached hereto. The Contractor shall not be held liable for any loss, damage or delays caused by fire, civil or military authority, inclement weather, animals, vandalism, or any other causes beyond Contractor's control.

5. The annual amount to be paid under this contract is..... billed and payable at a monthly rate of Extra services agreed upon by the Contractor and the Client will be billed and will be payable within 30 days of invoice. All monthly installments will be billed on the last day of service due within 15 days of receipt of invoice. All payments under this contract will be mailed by the Client to the Contractor at 6275 W SR 46, Sanford, FL 32771.

6. During any active term this contract may be cancelled by either party by providing to the other party a "Written Notice of Cancellation" delivered by Certified Mail or via confirmed email. Notices received shall cause an effective final date of billable services no less than 30 days after the date of receipt. For the purposes of this provision all notices shall be sent to the addresses at the end of this agreement.



7. The Contractor shall carry complete and adequate Workman's Compensation Insurance along with liability and property damage insurance at all times. The Contractor will supply Client with a current Certificate of insurance. Any subcontractors used will also supply Client with a current Certificate of insurance and any subcontractors will also carry adequate insurances and licenses required by the State of Florida.

8. Contractor agrees to reimburse the Client for damages to personal and real property the Contractor damages due to negligence.

9. All work shall be performed professionally in accordance with the generally accepted arboricultural horticultural principles. All tree cuts shall be made in accordance with accepted arboricultural standards. All services will be performed by employees of the Contractor, or by a subcontractor for the pest and fertilization specifications and/or for the irrigation repairs as needed. Contractor certifies that any subcontractors used will carry the same requirements for insurance and licensing as required herein for the Contractor.

10. This is the only agreement between the parties with respect to the project referenced herein and all other verbal or written prior agreements are hereby revoked. Any additions or deletions to this contract or any modifications to the scope of service to be rendered by the Contractor will only be binding if reduced to writing and signed by both parties. Work classified as "extra services" will be separately authorized in writing by the Client and will have no effect on the terms and conditions of this contract.

Executed on _____

FOR THE CLIENT:

Owner Signature : _____

Print Name: _____

Email Address: _____

Phone Number: _____

Print complete mailing address: _____

FOR THE CONTRACTOR

LaFleur Nurseries & Garden Center, LLC

Jacob Burnham, Member Manager



Specifications for Landscape Maintenance Services

Our Lawn Maintenance Agreements Include:

1.) MOWING

- The mowing of all turf areas of the property no less than once per week in the heavy growth season, March 1st to November 1st.

- Mowing from November 1st through March 1st will be completed every other week - Mowing height will be no less than two (2) inches or more than five (5) inches.

2.) SHEARING

- The shearing of shrubs and hedges will be done on an as needed basis to maintain a crisp appearance and to conform to the landscape. Existing plants in the pool area will be trimmed as needed.

3.) EDGING

- The edging of all walkways and other paved areas no less than once every seven days in the heavy growth season, April 1st to October 1st, and as needed during the period of October 1st through March 31st. - The edging of all plant bed areas twice per month from April 1st to October 1st, and as needed during the period of October 1st through March 31st.

5.) WEEDING

- All properly mulched beds (2.5 – 3” thick) will be kept reasonably free of weeds with respect to site conditions and time of year. Any dead or diseased plants will be removed from bed areas and the customer will be notified.

6.) TRIMMING

- The hand trimming of grass areas accessible to conventional mowing equipment will be done no less than once every seven days from April 1st to October 1st and as needed from October 1st through March 31st. - Trimming of any foliage or branches hanging over sidewalks up to a standard of no less than 10 Feet

7.) BLOWING

- The cleaning or blowing of all walkways and other paved areas littered in the maintenance process will be done with every service.

8. TREE TRIMMING

-Palm trees and crape myrtles up to 12ft tall will be trimmed once per year in the winter.

EXTRA SERVICES FOR ADDITIONAL COST

1. Landscape and irrigation inspection and design services.

2. New plantings or special services. Bobcat work. Estimates will be given upon request.

3. Cleanup due to storms, hurricanes, tornadoes, freeze, droughts, municipality water restrictions or other acts of nature. Cleanup and maintenance of non-maintained areas (woods)

4. Shearing, shaping of trees other than listed above, to be done based on time and material and estimated when requested.

5. Crape myrtle and palm tree trimming over 12ft high.

6. Cleanup and maintenance of all non-maintained natural areas and/or woods.

7. Sod replacement - cost to be determined by job and estimated as requested.

8. Mulch installed at \$55/cubic yard for pine bark and \$40/yard for recycled mulch.

9. Fertilization and chemical