



**LANDSCAPE MAINTENANCE AGREEMENT**  
**TANGERINE WOODS OWNERS ASSOCIATION, INC.**  
**756 TANGERINE WOODS BLVD, ENGLEWOOD, FL 34223**

This contract is an agreement between **AP Landscape Design, LLC**, herein after referred to as the Contractor, and **Tangerine Woods Owners Association, Inc.**, herein after referred to as the Client. Contractor and Client hereby promise and agree to the following: The Contractor agrees to provide the services detailed in the following specifications. The Client agrees to pay the charges specified herein.

**PART I – LAWN AND MAINTENANCE SPECIFICATIONS:**

- A. Landscape Maintenance Location:** Tangerine Woods, 75 Tangerine Woods Blvd, Englewood, FL 34223.
- B. Mowing:** All turf areas shall be mowed at 3.5 – 3.75 inches **32 times per year**: Once per week from April 1 through October 31 and two times per month from November 1 through March 31. Mowing shall be done with a mulching mower. Mower will be cleaned to mitigate the spread of weeds, and fungicide applied to all contact surfaces of mower to mitigate fungus before and after each service. Mower blades will be sharp at all times to provide a high-quality cut and minimize disease. Retention areas, and other areas too wet for proper maintenance, will be completed when the ground is firm enough to allow mowing procedures without risk of damage to turf.

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**C. Stick Edging and Weed-Eating:** All sidewalks, driveways, parking lots, will be weed-whipped every mowing; buildings adjacent to turf, tree and plant rings, including landscape beds, will be edged on every mowing. Mono filament like trimmers will not be used around trees and shrubs where injury to the bark of plants could occur. Lake banks will be kept at a minimum of 6” no taller than 18” – using a weed-eater to keep at requested height.

**D. Weed Control and Herbicides:** Not applicable, weed control not included.

**E. Clean Up:** Contractor will clean all landscape waste from sidewalks, curbs, and roadways immediately after mowing/trimming/pruning. All debris will be removed and disposed of by Contractor. **This does not include storm debris.** See below, Part VI, Paragraph C (2).

## **PART II – LANDSCAPE PLANT MAINTENANCE SPECIFICATIONS (Trees, Palms, Shrubs, Ground Cover):**

**A. Pruning:** Not applicable, trimming not included.

**B. Trimming:** Not applicable, trimming not included.

**C. Clean Up:** Contractor will clean all landscape waste from sidewalks, curbs, and roadways immediately after trimming/pruning. All debris will be removed and disposed of by Contractor. **This does not include storm debris.** See below, Part VI, Paragraph C (2).

## **PART III – LAWN AND ORNAMENTAL SERVICES:**

Lawn and ornamental applications will be applied meeting GI-BMP standards. Monthly spot checks will be performed by Florida Licensed Technician:

**A.** Not applicable, lawn & ornamental not included.

## **PART IV – IRRIGATION:**

**A.** Not applicable, irrigation not included.

## **PART V – ADDITIONAL SERVICES AVAILABLE:**

- A. Hydrretain ES Plus II:** Application of Hydrretain ES Plus II to all turf and plant beds is available upon the Client's request. **Due to water restrictions, it is highly recommended that this is applied (QUARTERLY) FOUR (4) times per year; at the very least TWO (2) times per year in April and June.** This is an additional cost of **\$550.00 per acre** that will be agreed upon by the Client and Contractor at the time of request, which will be quoted via a separate proposal.
- B. Soil, Plant, and Water Samples:** Collection of soil, turf, trees, plant tissue, and water samples for the purpose of lab analysis to be collected and sent to the local IFAS extension is available upon the Client's request. This will be an additional cost that will be agreed upon by the Client and Contractor at the time of request, which will be quoted via a separate proposal.
- C. Turf Replacement and Landscape Enhancements:** Available upon the Client's request. This will be an additional cost that will be agreed upon by the Client and Contractor at the time of purchase, which will be quoted via a separate proposal.
- D. Mulching:** Mulch is not included in this agreement and is available upon the Client's request. This will be an additional cost that will be agreed upon by the Client and Contractor at the time of purchase, which will be quoted via a separate proposal.
- E. Tree Trimming/Pruning:** Any palms and oak trees that need to be trimmed or manicured will be an additional cost of **\$35.00 per tree** that will be agreed upon by the Client and Contractor, which will be quoted via a separate proposal.
- F. Palm Tree Fertilization and Insect Control:** Any additional treatments needed outside of this contract, listed above in "Part III - Lawn and Ornamental Service" will be provided upon the Client's request. This will be an additional cost that will be agreed upon by the Client and Contractor, which will be quoted via a separate proposal.

## **PART VI – INSURANCE, LICENSES, PERMITS AND LIABILITIES:**

### **A. License and Insurance:**

1. Contractor is licensed and insured in the state of Florida to perform duties outline in this agreement in accordance with Florida state laws.
2. Contractor for itself, its subcontractors, agents, and employees, shall carry general liability insurance, covering all events resulting in damage to property and injuries to persons, with a responsible insurance company qualified to do business in the State of Florida, the limits of such insurance coverage shall be at least \$1,000,000.00 per occurrence for liability due to injury to or death of a person or persons and at least \$1,000,000.00 per occurrence for liability due to property damage, and at least \$100,000.00 per occurrence for completed products and operations, and at least \$1,000,000.00 general aggregate.
3. Contractor for itself, its agents, and employees, shall carry worker's compensation insurance, covering all events resulting in injuries to persons, with a responsible insurance company qualified to do business in the State of Florida, the limits of such insurance coverage shall be at least \$100,000.00 per employee and \$500,000.00 per aggregate.
4. Contractor for itself, its agents, and employees, shall commercial automobile liability insurance, covering all events resulting in damage to property and injuries to persons, with a responsible insurance company qualified to do business in the State of Florida, the limits of such insurance coverage shall be at least \$200,000,000.00 combined single limit.

**B. Indemnification:** Contractor shall indemnify, defend, and hold harmless the Owners from all claims, cause(s), action, judgements, liens, and suite of any nature; including claims for personal injury, damage to property and others, and claims for payment of services rendered arising out of Contractor's on the property (including ant activities of Contractor's subcontractors, agents, invitees, etc.)

### **C. Liability – The Contractor is liable for:**

1. Any damage due to the operation of equipment in performing of this contract.
2. Comply with all laws pertaining to protected plant species.
3. Damage to plant material due to improper horticulture practices.
4. Injury to non-target organism in application of herbicides.

### **C. The Contractor is NOT liable for:**

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1. Death or decline of plant materials due to improper selection, placement, planting, or maintenance before the time of this contract.
2. Flooding, storm, or wind damage. (i.e., leaves or tree/debris blows over into common area/residence property, Contractor is not responsible for removal.)

#### **PART VII – COMMUNICATION SPECIFICATIONS:**

- A. Notifications:** Contractor will immediately notify the Client of any delays that may arise during the scope of this contract.
- B. Property Walk-Through and Inspection:** An initial walk-through assessment of each residence will take place within the first month of commencement of contract. A monthly property walk-through will take place with Account Manager, Pat DiFlavis, and a representative(s) of Client upon request.
- C. On-Site Communication:** An English-speaking foreman or Account Manager will always be on-site with the maintenance crews on service days. Account Manager, Pat DiFlavis, can be reached at (727) 259-9403.
- D. Communication:** Any phone calls and/or email communications received from the Client will be returned as soon as possible, not to exceed 48 hours. All email requests should be sent to Office@AP-LD.com.
- E. Reports:** Activity reports with dates of service and service details will be provided to Client upon request.
- F. Hours of Service:** Work will be completed between the hours of **7:00 a.m. and 5:00 p.m.**

*(Remainder of page intentionally left blank)*

#### **PART VIII – PROPERTY DESCRIPTION, SERVICES PROVIDED, TERMS, CONDITIONS, AND CHARGE:**

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A. This contract is for Landscape Maintenance of the community described as:

Tangerine Woods

Englewood, FL 34223

B. The term of this contract is for 1 year beginning \_\_\_\_\_ and ending \_\_\_\_\_.  
The Client has the right to terminate with a 30-day notice for any reason. However, in the case of Contractor default, Client can terminate in writing immediately.

C. The charge for the specified services is **\$235,200.00** per year (taxes and fees included) and divided into monthly payments of **\$19,600.00** for the term of this contract, payable by the **15th** day of each month for which service is provided. The Client will receive an invoice on the **1st** day of each month and payment is due no later than the **30th** day of the invoice month. Any additional or unscheduled services agreed on by the Client and the Contractor will be billed separately at the time of service. This contract will self-renew with a 3% increase on the date of expiration unless a 45-day cancellation notice is provided.

I HAVE READ FULLY THE ABOVE TERMS AND CONDITIONS AND BY SIGNING THIS I AGREE TO BE BOUND BY THEM UNDER THE STATE OF FLORIDA'S GOVERNING LAW.

*In witness whereof the parties to this contract have signed and executed it as indicated.*

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

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