



**Thank you for allowing us to
showcase our landscape solutions
for your property.**

**We appreciate your time and consideration.
Please don't hesitate to reach out if you have any questions.**

Bill Gipp, Director of Business Development

Bill.Gipp@LMPPRO.com | (941) 556-9404



P.O. BOX 267 SEFFNER, FL 33583 – (813) 757-6500 – FAX (813) 757-6501 – SALES@LMPPRO.COM

LANDSCAPE MAINTENANCE SERVICE AGREEMENT

Landscape Maintenance Professionals, Inc. ("LMP, Inc.") appreciates the opportunity to propose to you how we can help enhance the overall quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations taking into account your budget considerations.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

This Agreement is by and between the following Parties:

"Contractor"

Landscape Maintenance Professionals, Inc.
P.O. Box 267
Seffner, FL 31583
Phone: (813) 757-6500
Fax: (813) 757-6501

"Customer"

Tangerine Woods
Angie Sasser
756 Tangerine Woods Blvd.
Englewood FL 34223
941 474-0167

Any and all notices, written correspondences shall go to the above-listed addresses for "Contractor and "Customer."

Description of "**Property**" covered by this Agreement: All landscaped areas within the boundaries of
TANGERINE WOODS, ENGLEWOOD FL 34223

LMP, Inc., hereafter referred to as "Contractor," agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinbelow

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT

THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Landscape Maintenance Specifications

A. Turf Care

1. **Mowing:** Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean, and uncluttered appearance at least 32 times per calendar year (Floratum) and 32 times per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or, as needed, November through March.
2. **Trimming:** Turf areas inaccessible to mowers and areas adjacent to buildings, trees, fences, etc., will be controlled by a line trimmer. A continuous cutting height will be maintained when line trimming to prevent scalping.
3. **Edging:** All turf edges of walks and curbs shall be performed every mowing (32 times per year). A soft edge of all bed areas will be performed every other mowing (20 times per year). A line trimmer will be used for this purpose. A line trimmer may be used only in areas not accessible to power edgers.
4. **Fertilization:** St. Augustine turf areas shall be fertilized with a commercial-grade fertilizer four (4) times per year. Timing of applications will be adjusted to meet horticultural conditions, and supplemental applications of appropriate nutrients shall be applied as indicated by test results. *Bahia turf areas may be fertilized at an additional cost that is outside of the scope of work for this contract.* All local governmental ordinances shall be strictly followed by Contractor. **NOT INCLUDED IN THIS CONTRACT.**
5. **Weed, Insect, and Disease Control:** LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for only legally approved chemicals to be used as needed for weed, insect, and disease issues. Any infestations will be treated on an as-needed basis throughout the year, and the customer will be made aware of the actions taken and the chemicals used. Pre-Emergent herbicides will be used from November 1st to April 1st, and Post-Emergent herbicides will be used from April 1st to October 30th due to soil and air temperatures. (LMP, Inc. will not be held responsible for the post-emergent control of common grassy weeds like crabgrass due to the absence of legal and selective post-emergent herbicides for this use.) Ant mounds will be treated as they appear with Advion Ant Bait to eliminate mounds. *(Contract pricing **does not** include Bayer's Top Choice or Chipco Choice, or similar products that are used for guaranteed year-long ant control.)* **NOT INCLUDED IN THIS CONTRACT**

B. Tree, Palm, Shrub, and Groundcover Care, **NOT INCLUDED IN THIS CONTRACT**

1. **Pruning:** All trees, palms, shrubs, and ground cover shall be pruned as follows:
 - A) All trees (**up to 12 feet**) shall be pruned one (1) time per year to keep them away from walls and rooftops and to also eliminate any overhanging branches or foliage which obstructs and or hinders pedestrian or motor traffic.
 - B) All palms (**up to 15 feet**) shall be pruned AS NEEDED per year, removing dead fronds and spent seedpods. Loose boots will be removed and kept consistent in height.
 - C) All shrubs shall be pruned and shaped a maximum of twelve (12) times per year. This will help the individual plant retain its natural form and eliminate branches which are rubbing against any structures.
 - D) All Daylilies and Liriope shall be cut back in early Spring to remove all dead foliage, allowing for plants to be at optimum health during the growing season.
 - E) Selective pruning of shrubs shall occur one (1) time per year to balance infiltrating light, remove dead wood, and promote maximum health and growth.
 - F) The removal of diseased or injured branches and palms fronds will be performed as needed up to 12' on trees and 15' on palms. Any branches or fronds above these heights will be performed at an additional cost.
 - G) All sucker growth from trunks and base of trees shall be removed as needed during every visit to property.
 - H) Ground covers, and vines will be maintained in a neat, uniform appearance.

2. **Fertilization: N/A** Shrubs and ground covers will be fertilized two (2) times per year. Palms and hardwood trees will be fertilized two (2) times per year. Supplemental applications of appropriate nutrients shall be applied as indicated by soil samples if necessary.

3. **Weeding: N/A** Weeds will be removed from all plant, tree, and flower beds once a month during the non-growing season and twice a month during the growing season (18 times per year). Manual (hand pulling) and chemical (herbicides) will be used as control methods.

4. **Insect and Disease Control: N/A** All landscape beds shall be monitored and treated with appropriate baits as needed throughout the year by our dedicated team. LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as-needed basis, and the customer will be made aware of the actions taken as well as the chemicals used. Plants will be monitored, and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. (*Our pricing **does not** include Bayer's Top Choice or Chipco Choice, or similar products*).

C. Miscellaneous

1. **Clean-Up:** During every visit to the property, all areas shall be policed. All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the property before each mowing 32 times per year. Trash shall be disposed of offsite. Construction debris or similar trash is not included as part of weekly clean-up.

2. **Leaf Removal:** Leaf accumulations in curb lines and parking lots during the Fall months shall be removed and disposed of offsite. Any accumulation in shrub beds shall be blown out of the beds to prevent damage to plant material while providing a neat and clean appearance.

3. **Irrigation Inspection: N/A.** All irrigation zones shall be inspected one (1) time per month to ensure proper operation. All zones will be turned on for a minimum of five minutes to check for any coverage issues or any broken irrigation components. Any issues that require adjustments or cleaning of the filters, heads, rotors, spray nozzles will be performed during the monthly inspection. Any issues that have been caused by contractor shall be repaired at no cost to the client. Management shall receive a monitoring report after monthly irrigation inspection. All repairs to system shall be done on a time and materials basis, with the hourly labor rate being \$70.00 per man-hour. Contractor is not responsible for turf or plant loss due to water restrictions. Contractor shall identify any operational issues to said irrigation system within the first thirty (30) days of contract commencement for customer to be aware so that written authorization may be approved to bring system up to fully operational status.

D. Additional Services

1. **Mulching:** Upon written authorization of the client, contractor shall mulch all planting beds with pine bark or shredded mulch at a price of \$65.00 per cubic yard, ensuring that all areas have a 2" depth after installation. As a part of the mulch process, all bed lines shall be trenched and beveled at a depth of 3" along bed areas that are bordered by sidewalks, curbs, and seasonal color bed areas to prevent mulch from washing out. If the amount quoted is not sufficient to mulch the entire property, an additional count will be submitted for completion at the same price per yard.

2. **Annuals:** Upon written authorization of the client, contractor will replace and install annuals four (4) times per year and make nutritional requirements needed to ensure a healthy plant. Deadheading declining flowers will be performed weekly. Annuals will be billed separately on a per-plant cost. Contractor will provide annuals at a cost of \$2.90 per plant. Price includes soil replenishment but not replacement.

3. **Tall Palm Trimming:** Upon written authorization of the client, contractor will trim all palms identified as being above 15 feet in overall height that will require a lift or bucket truck. Said palms will be priced per type of palm and will be clearly outlined in a proposal to client.

4. **Special Palm Treatment Program:** Due to the value of Canary Island Date Palms, Sylvestris Palms, Phoenix Dactylifra, Phoenix Reclinata and Medjool Palms, a special palm fertilization and pest program is highly recommended. Identified palms will be fertilized with a 8-2-12 with 4% mg blend designed to address nutrient needs of palms four (4) times per year. A bud drench of systemic insecticide and fungicide will also be applied as a preventative for bud rots and borer insects for palms up to 15'. In addition, palms that have been identified as susceptible to Lethal Yellowing or Texas Phoenix Palm Decline, including Canary Island Date Palms, Sylvestris Palms, Phoenix Dactylifra and Phoenix Reclinata will be injected with the antibiotic oxytetracycline (OTC) four (4) times per year. While it is noted that there is no program that can guarantee the prevention of pest infestations, LMP uses the highest industry recommendations to manage the risk of the loss of these palms.

5. **Hand Pruning / Structural Pruning:** Upon written authorization of the client, deep hand pruning and/or structural pruning will be performed one (1) time per year during the dormant months to prune old wood and prune behind multiple breaks to maintain proper proportion, promote interior growth. Removal of up to 50% of the height and foliage of plants can take place during this pruning which will allow for the plant material to grow fuller during the growing season.

E. Pricing Summary

	Price Per Month	Price Per Year
Base Maintenance Price	\$9,725.00	\$116,700.00

Additional Services <i>(Upon Approval by Client)</i>	Estimated Qty.	Price Per Unit or Service
Mulch	385 CY	\$65.00 per CY
Annuals (4" plants)	TBD	\$2.90 per 4" Plant
Tall Palm Trimming (Palms over 15')	TBD	\$55.00
Special Palm Treatment Program	TBD	\$200.00 per Palm (entire year)
Hand Pruning / Structural Pruning	N/A	TBD

Contractor agrees to provide all of the above Base Maintenance Services for an annual fee of \$116,700.00, to be paid in monthly installments of \$9,725.00 Contractor will invoice Customer one week prior to the beginning of each month's service. Customer agrees to pay each invoice within 30 days of the date of the invoice. Additional Services are not included as part of this Agreement or the Base Maintenance Services. Proposals for Additional Services must be executed by an Authorized Representative and are subject to all the terms and conditions of this agreement, which are hereby incorporated into such proposals for Additional Services by reference.

F. Conditions

The goal of this Agreement is that upon completion of each visit to the Customer, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the Property and its individual condition.

1. **Term:** This Agreement will be in effect for an initial term of 12 months (1 year) with an effective start date of _____ and will remain in effect on an annual basis until canceled by either party. To ensure that Customer's needs are being met, timely written notice of any deficiency or concern must be provided in order to give Contractor a reasonable opportunity to remedy the deficiency or concern prior to termination of this Agreement. While Contractor encourages Customer to communicate with on-site crews and its account manager, notice solely to them is insufficient. All notices under this paragraph must be provided in writing by Customer's Authorized Representative to Contractor at the address specified above. Customer agrees to notify Contractor in writing within 10 days of the occurrence of any deficiency, concern, default or damage Customer believes was caused by Contractor. Failure to do so constitutes a waiver both of any such claims by Customer and of the right of Customer to cancel this Agreement due to such claims. Customer may cancel this Agreement following an unremedied deficiency by providing written notice to

Contractor by certified mail. The cost to Contractor of the work in certain seasons is higher than in others, but Contractor has agreed to invoice Customer in even monthly installments. Therefore, in consideration of these variable internal costs, and in order to ensure an effective transition following a cancellation by Customer, termination notices received during the months of April through September shall cause an effective final date of billable services of not less than thirty (30) days after date of receipt. Notices received in any other months shall cause an effective final date of billable services of not less than ninety (90) days after the date of receipt. Any notice of termination by Customer shall be sent to Contractor at the addresses indicated on this Agreement. Contractor may terminate this Agreement for Customer's default if, after giving notice in writing to Customer's Authorized Representative at the address for Customer specified above, Customer has not remedied the default within five (5) calendar days (the "Deadline"). Unless a different period is specified in Contractor's written notice of termination for Customer's default, the Contractor's termination shall be effective on the first business day following the Deadline. Customer shall be liable to pay Contractor for all services rendered by Contractor through the effective date of termination for Customer's default. Notwithstanding any other provision to the contrary, Contractor may, in its sole and complete discretion, terminate this Agreement for Contractor's convenience by giving notice in writing to Customer's Authorized Representative at the address for Customer specified above. Contractor may also provide Customer with a courtesy communication containing notice of termination via email or other method, but effective notice shall be only by written notice mailed to Customer as described herein. Unless a different period is specified in Contractor's written notice of termination for convenience, the Contractor's termination shall be effective twenty-one (21) days after the date of Contractor's written notice of termination for convenience. Customer shall be liable to pay Contractor for all services rendered by Contractor through the effective date of termination for convenience. In the event Contractor terminates this Agreement for Customer's default, and it is later determined that the Customer was not in default or that the default was excusable under the terms of this Agreement, then, in such event, the Contractor's termination shall be deemed a termination for convenience as described herein.

2. **Performance:** The Parties agree that Contractor's performance of this Agreement can be, and often is, subject to weather conditions, which are beyond the Contractor's control. Contractor shall not be liable for any performance deficiency caused by weather conditions. The Parties also agree that Contractor is a contractor as that term is defined in Chapter 713, Florida Statutes, and that any and all work performed pursuant to this Agreement is an improvement to real property under Chapter 713, Florida Statutes.

3. **Adjustment:** This Agreement is subject to CPI adjustments annually effective the anniversary date or as otherwise agreed upon in writing by both parties.

4. **Fuel Surcharge:** Contract pricing is based on the Florida Regular Conventional Retail Gasoline Prices published every month. If the published monthly price shall increase by more than 10% than the cost of fuel at the time of bid and for 2 consecutive months upon commencement date, Contractor shall reserve the right to enact a fuel surcharge.

5. **Payments:** No finance charge will be imposed if invoices are paid in full within 30 days of invoice date. If not paid in full within 30 days, then a finance charge will be imposed from the invoice date on the balance due at a periodic rate of 1½% per month (18% per annum) until paid. Contractor shall have the right to elect to stop work under this Agreement until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices.

6. **Authorized Representative:** Customer agrees, simultaneous with the signing of this Agreement, to designate in writing an Authorized Representative or Authorized Representatives, with whom Contractor can interface concerning this Agreement. In the event Customer desires to change its Authorized Representative(s), Customer shall provide written notice of the change to Contractor. By designating an Authorized Representative, Customer is representing to Contractor that the Authorized Representative has the authority to bind Customer to actions taken pursuant to this Agreement until that authority is revoked or changed by Customer.

7. **Order of Interpretation:** In the event other documents, terms, or conditions are annexed to or otherwise designed to amend or supplement this agreement, should there be a conflict between one or more provisions of the other documents, terms, or conditions and the terms of this agreement, the terms of this agreement will control.

8. **Collection:** In the event Contractor must collect past due amounts under this Agreement, Contractor shall be entitled to all expenses incurred as part of those efforts, including any attorneys' fees and costs.

9. **Subcontractors:** Contractor may, at its sole discretion, utilize subcontractors to provide specific services under this Agreement. Contractor will remain as the single and primary contact for all activities as related to this Agreement. Proof of insurance and necessary licenses will be provided if requested by Customer. Contractor will also provide workman's compensation and proof thereof on employees if requested by Customer.

10. **Acceptance:** This Agreement is withdrawn unless executed within ninety (90) days of the date of this document.

11. **Arbitration as the Sole Final Method of Dispute Resolution:** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, which the Parties have not been able to resolve through their own discussions or negotiations, shall be settled by arbitration administered by the American Arbitration Association. Such arbitration, no matter the size, number of parties, or amount in dispute, shall be conducted in accordance with the 2020 Fast Track Procedures ("Procedures") of the Construction Industry Arbitration Rules of the American Arbitration Association, as modified hereby, unless the Parties agree otherwise. The arbitration shall be conducted before a single arbitrator. The final hearing is limited to one day, and it shall be held in person or, with the Parties' and the arbitrator's consent, via video conference. The final hearing shall be held not more than ninety (90) days after the arbitrator is appointed and the final decision shall be rendered not more than thirty (30) days after the conclusion of the final hearing, unless otherwise agreed by the Parties. The arbitrator's decision shall be a reasoned award. Notwithstanding anything contained in the Procedures to the contrary, the Exchange of Information contemplated by the Procedures shall occur no later than 15 days before the final hearing unless the arbitrator orders an earlier deadline. Unless the Parties agree in writing and the arbitrator consents, no Party shall be entitled to conduct depositions or present experts in the arbitration proceeding. Florida Law shall be applied by the arbitrator in adjudicating any dispute. Except to the extent a different venue is required by law, or the arbitration is by video conference as provided herein, venue for the arbitration proceeding shall be in Hillsborough County, Florida to the exclusion of each and every other proper venue. Contractor shall be entitled to recover against the Customer its all of Contractor's attorney's fees and costs, including fees and costs incurred in connection with proving up the amount and reasonableness of the fees and costs to be awarded, should Contractor prevail in arbitration. Judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof.

Thank you for the opportunity to submit this agreement. We look forward to becoming part of your team. In witness whereof the parties of this agreement have signed and executed it this _____ day of _____ 2023.

Contractor Signature

Customer Signature

Contractor Printed

Customer Printed

Title: _____

Title: _____