



**THIS AGREEMENT** dated 23<sup>rd</sup> day of JUNE, 2016 is between **LANDCARE LANDSCAPING, INC., 6767 South Lois Avenue, Tampa, Florida 33616**, hereinafter referred to as "Landcare" and **ESTATES AND RESERVE OF BEACON WOODS** hereinafter referred to as "Owner".

**DESCRIPTION OF WORK:** Landcare agrees to provide all material to perform the work as set forth in Schedules attached to this contract and initialed by all parties. There shall be no variances from Schedules, except by a separate writing to be signed by all parties.

**LENGTH OF CONTRACT:** This contract shall be for a period of one (2) years beginning on

August 1, 2016 and ending on July 1<sup>st</sup> 2018

**COMPENSATION:** Owner agrees to pay Landcare 67,500.00 per year for two years. Total compensation for the term of this contract will be \$135,000.00. Said compensation shall be paid as follows:

\$5,625.00 per month for schedule "A" for 24 months, payable the first of the month of service for 24 months.

Time is of the essence and should Owners fail to make any payment within the ten (10) days, Landcare, at its options, shall be relieved of any further services under this contract.

**LOCATION OF SERVICE:** All services to be performed by Landcare under this contract shall be rendered at:  
**ESTATES AND RESERVE OF BEACON WOODS 14407 BRONTE CT HUDSON FL 34677**

**OTHER PROVISIONS:** Landcare will furnish to Owner, on demand, evidence of general liability insurance in the face amount of \$1,000,000, property damage insurance in the amount of \$500,000, and workman's compensation insurance. A fuel adjustment charge may be necessary to cover fluctuations in gas prices. Adjustment will not to exceed one percent of monthly billing.

**RENEWAL:** This contract shall automatically renew for additional twelve (12) month terms, without notice. Either party may cause this contract not to renew by mailing a "Letter of Intent to Not Renew" by Certified Mail to the other party at least thirty (30) days prior to the ordinary termination date of this contract, or any renewal hereof. Unless otherwise negotiated in advance, all renewals shall reflect a fee increase not to exceed two and half percent over the existing contract amount.

**CANCELLATION PROVISION:** Landcare falls below acceptable industry standards on the items listed in Schedules, Owner shall notify Landcare in writing by Certified Mail, return receipt, of the deficiency. Landcare shall have fifteen (15) days in which to remedy stated deficiencies. If stated deficiencies are not remedied in fifteen (15) days, Owner shall have the right to give Landcare thirty (30) days written notice of cancellation, delivered Certified Mail, return receipt.

Should it become necessary for either party incident to this contract to institute legal actions for enforcement of any provisions of this contract, the prevailing party shall be entitled to all court costs and attorneys' fees incident to such legal actions.

**SCHEDULE B  
FERTILIZATION AND PESTCONTROL PROGRAM**

**PEST CONTROL:**

- Landcare will provide a spraying program to minimize infestations of weeds and insects in all St. Augustine turf and plant bed areas.
- Retention areas, Bahia lawns and areas which stay wet for extended periods of time cannot be covered by these specifications.
- Landcare will apply fire ant control treatment; however, due to the nature of fire ants, control requires additional treatments beyond service day application. These treatments are to be the responsibility of the property management.
- Insect control is limited to shrub and turf damaging insects only. Insect control does not cover pests such as termites, fleas, rats, carpenter ants, nematodes, mole crickets or grubs.

**FERTILIZATION:**

- St. Augustine turf will be fertilized two (2) times per year using a Granular fertilizer formulated to meet specific turf and seasonal requirements.
- All turf will have (4) applications of Liquid fertilization to include pesticides and fertilization with minor elements
- All materials for fertilization will be provided by Landcare Landscaping.

**CHEMICAL / LIQUID FERTILIZATION PROGRAM FOR ST. AUGUSTINE GRASS:**

- SPRING:            One (1) Application of fertilizer and minor elements specifically blended for early spring, plus weed control.
- SUMMER:           One (2) applications of summer blend of fertilizer, minor elements, plus insect control.
- WINTER:           One (2) applications of heavy weed treatment for turf plus minor elements.
- FALL:                One (1) Application of fertilizer and minor elements specifically blended for early spring, plus weed control

**CHEMICAL WEED CONTROL:**

- Weed control will require spot treatment in St. Augustine lawns and beds.
- Weeds germinating in paved areas, covered by these specifications, will be chemically controlled.
- Turf areas which have already been taken over with weeds to the point where re-establishing turf is beyond practicality, are not covered under these specifications.

The undersigned parties warrant that they are authorized representatives of their respective companies and have the requisite authority to bind their employer and /or principal(s).

**Estates and Reserve of Beacon woods By:**

**Landcare Landscaping, Inc.**

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**Client Representative Signature**

**Jerry Roque**  
**Landcare Manager Signature**

\_\_\_\_\_  
**Print Name**

**Jerry Roque**  
**Print Name**

\_\_\_\_\_  
**Date**

**June 23, 2016**  
**Date**