



FRESH START MAINTENANCE INC

WE ARE FRESH START MAINTENANCE. YOUR PREMIER SOUTH FLORIDA LANDSCAPERS

LANDSCAPING AGREEMENT

Presented to:

Date: 4/24/24

Mr. Anthony Bellucci

Bluchz11@gmail.com

1.856.577.5916

Job Site:

Windward Isle Homeowners Association

Term.



This agreement shall begin on _____ and remain in effect for one (1) year.

The Parties agree as follows:

PROVISIONS

Specifications of Basic Services and Additional Services Offered

1. Mowing & Blowing - Included: **36** Visits Per Year

- * All mowers' blades shall be sharp enough to cut, rather than tear, the grass.
- * Rotary (Zero Turn) mowers shall be used on this contract.
- * The clippings from the area's, which were mowed, shall be blown away from patio's, driveways, and sidewalks.



* All mowers are to be adjusted to the contractor's recommended height or at the height desired by the client.

2. Edging & Weeding – Included in Mowing Schedule

* After each mowing, our company will use a mechanical edger to edge a neat uniform vertical line for all grass abutting curbs, driveways, fences, and planter beds. Fresh Start Maintenance Inc. is not responsible for the mechanical removal of the grass growing through or abutting fences, plastic edging, or rocked areas.

* Landscaped beds will be cultivated by chemical as part of the weeding service on a once (1) per month service schedule. All Non-Selective Herbicides (I.e., Ranger Pro, Diquat, Lesco Prosecutor) to be in accordance with EPA Regulations.

* Weeds in patios and walkways will be treated in a similar manner.

Note: If additional weed spraying is requested, a fee will be assessed and proposed, prior to application.

3. Trimming – Included: 12 Visits Per Year

* Trimming around buildings, fences, walls, trees, and other objects will be performed.

* Trimming of shrubs and hedges up to eight (8) feet in height.

* All seed pods and deceased branches on ONLY Self-Cleaning Palms (Alexander Palms, Christmas Palms, Foxtail Tail Palms and Royal Palms) to be trimmed / removed within reach of a standard pole saw (up to twelve "12" feet) and lower branches up to eight (8) feet to maintain clearance for pedestrian and vehicular traffic. To avoid safety hazards.

• Trees will be kept clear up to eight (8) feet in height and shall be trimmed in a uniform fashion throughout the property.

* Grass trimming will be accomplished by a hand-held power line trimmer.

4. Litter Control – Included

- * Litter and debris generated by Fresh Start Maintenance Inc., from the landscape maintenance service will be removed on every visit.
- * Fresh Start Maintenance Inc. is not responsible for the proactive removal of any deceased vegetation.

5. Irrigation Wet Checks – Included “Quarterly”

1. Visually inspect all zones under pressure.
2. Water flow: Cut turf or shrubs away from sprinklers where water flow is blocked. Adjust sprinkler flow direction to ensure proper coverage in proper areas. Flag any problem areas.
3. Timers: Monitor, set and check timers for adequate coverage, and adjust for seasonal settings as required.
4. Pumps: Visually observe pumps for proper functioning and pump synchronizing.
5. Fresh Start Maintenance Inc. shall repair/replace broken sprinkler heads, only as broken by Fresh Start Maintenance Inc., included in this contract.
6. Labor for items 1 thru 5 as noted above to be included in the monthly fee.
7. Repairs: (main lines, pumps, etc. at additional charge) will be done based on a written estimate provided by Fresh Start Maintenance Inc. and as authorized in writing by the individual homeowners.
8. There is a separate fee of \$75.00 for any management requested visits, outside the scheduled “contracted” visit.



6. Fertilizer and Pesticides – Included

- * Fresh Start Maintenance will ensure that flags are placed throughout the property after any chemical has been applied, when the chemical is deemed hazardous.

The Fresh Start Fertilization Program.

Turf “Lawn”:

- Two (2) Fertilization Treatments, using a slow-release nitrogen, per year. Only turf destroying insects are included within the treatments. *These treatments do not cover Fungus, which is primarily caused by overwatering in cooler temperatures.*
- Two (2) Liquid Weed & Feed Treatments in the cooler months. To include insect control for turf destroying insects. These treatments need to be done in the cooler months, below

FOR OFFICIAL USE ONLY

80 Degrees. This is for broadleaf weeds only. Please note if there is nutsedge grass we can treat it for an extra charge. **\$250.00** per acre. Any carpet grass and all crab grass would have to cut and replaced at an additional charge, there is no chemical spray that would kill them other than turf killing chemicals.

Total: **4** Applications Per Year.

Trees & Shrubs “Ornamentals”:

- Two (2) Liquid Fertilizer plus insect control (For Ornamental Insects Only). This will be done to all shrubs and trees that are 8ft and under & all palm trees. All trees above 8ft do not require fertilization.

Total: **4** Applications Per Year.

7. Supervision & Employee Conduct - Included

- * All employees will be professionally trained and dressed in a company uniform while on property, to be easily identified.
- * Fresh Start Maintenance Inc. will have a “English Speaking” Supervisor on site whenever their employees are on the grounds. At the end of each service the Supervisor will perform a walk-through to ensure the service was properly completed.

8. Response Time & Scheduling - Included

- * Fresh Start Maintenance Inc. will provide a same day response to any received voicemails, texts, and emails. Any on-site service call related visits that are incomplete due to unfavorable weather conditions will be made whole at the earliest available or next scheduled visit.
- * Fresh Start Maintenance Inc. will be proactive in monitoring the property and addressing any concerns immediately.
- * A schedule outlining the proceeding months services will be sent, prior to the following month, if requested by the client.
- * If the client’s prescheduled service day falls on a National Recognized Holiday, Fresh Start Maintenance Inc. reserves the right to “omit” the service visit for that specific day and resume the following week or earliest available time slot, without any monetary / other penalties directed towards Fresh Start Maintenance Inc.

9. Hurricane Response – *Included*

* Fresh Start Maintenance Inc. will respond within 24-48hrs after the event of a Hurricane / Tropical Storm to ensure all roadways for emergency access vehicles are cleared by removing landscaping debris.

* A six-person (6) team will be provided @ \$65.00 per hour for each labor man, to cleanup fallen “loose” debris. Any hazardous trees requiring removal will be priced on a per tree basis. Disposal / Dump fees will be calculated on a per load basis for billing purposes.

10. Reflectors – *Client Discretion*

* If the Management Company / Resident / Board of Directors “Clients” requests that any area not receive Chemical Weed Control, Fresh Start Maintenance Inc. requires the client to place a **Blue Reflector** on the specific area. This will warn our teams not to spray chemicals. However, the person (s) placing the reflector will need to perform their own weed control.

* If the Management Company / Resident / Board of Directors “Clients” requests that an area not be maintained by our company. Fresh Start maintenance Inc. requires the client to place a **Red Reflector** in the specific area. This will warn our teams not to service. However, the person (s) placing the reflector will need to perform their own maintenance.

Notes: A) If a reflector is placed, then removed. Fresh Start Maintenance Inc. reserves the right to propose and collect a monetary fee for cleanup purposes, prior to resuming normal contracted services, in the specific area. B) The client is responsible for obtaining their own reflectors.

11. Insurance and Licensing – *Included*

* Fresh Start Maintenance Inc. will possess general liability insurance, workman's compensation, and be licensed by the State of Florida FEI/EIN 83-2627523 Document # P18000095897 / Palm Beach County LBTR # 20191135595. Fresh Start Maintenance Inc. will provide management with current copies of these documents to keep on file, if requested by the client.

CONTINUOUS PROVISIONS

Terms & Conditions

1. **Payments.** Payment is due within thirty (30) days of Fresh Start Maintenance Inc. sent invoice. If no payment has been received by Fresh Start Maintenance Inc, a fee of 20% of the contracted amount will be imposed after the thirty (30) days mark, and each proceeding thirty (30) days, until the original invoice is paid in full. The Late Fee Invoice will contain the outstanding “overdue” invoice number. There is a \$200.00 fee for each returned check. Should the Customer fail to provide payments in accordance with the Payment Schedule set forth above, Fresh Start Maintenance Inc. shall have the right, if it so chooses, to immediately stop the work until payment is made. The making of final payment at the conclusion of the contract term, subject to renewal, shall constitute a waiver for claims by the Customer. The Customer shall pay all legal fees utilized by Fresh Start Maintenance Inc. for the collection of due payments.
2. **Renewal.** This Contract is for a term of one year from the date of signature and automatically renews for additional one-year term(s) unless Fresh Start Maintenance is sent notification no less than 30 days prior to the end of the Contract term via certified mail of the Customers intention to not renew the Contract.
3. **Site Conditions.** If Fresh Start Maintenance Inc. encounters any unforeseen subsurface conditions which materially and adversely impact the Work, Fresh Start Maintenance Inc. may cease the work until such time as Customer and Fresh Start Maintenance Inc. have mutually agreed upon such necessary and appropriate adjustments to the Contract Time, Contract Sum, and other provisions of this Agreement as are occasioned thereby. If they cannot so agree, either Fresh Start Maintenance Inc. or Customer may terminate this Agreement and Fresh Start Maintenance Inc. shall be paid for all portions of the Work for the entirety of the year end contract.
4. **Termination and Suspension.**
 - a. If the Customer fails to make payment of any invoice within the time limits set forth in this Contract, Fresh Start Maintenance Inc. may, if such failure is not cured within 7 days after written notice to the Customer, terminate the Contract and recover from the Customer payment for Work

FOR OFFICIAL USE ONLY

performed and materials ordered or furnished, and for damages including overhead, profit, and other damages applicable to the Project. .

- b. In the event, the Customer terminates the Contract for its convenience or terminates the Contract without 3 previous written warnings, with photographic evidence to substantiate a violation, submitted to Fresh Start Maintenance Inc. Whereas Fresh Start maintenance Inc. has not cured the deficiencies. Fresh Start Maintenance Inc. is entitled to payment for Work that would have been performed for the full term of the contract, including materials furnished or purchased, and for its reasonable overhead, profit, and other damages applicable to the Project.
 - c. If any payment is not made to Fresh Start Maintenance Inc. as required under this Contract, Fresh Start Maintenance Inc. may suspend work until such payment is made. Fresh Start Maintenance Inc. may also suspend work under this Contract if a dispute over payment for extra work, differing site conditions, changes by Customer, or other circumstances beyond Fresh Start Maintenance Inc.'s control will cause the Fresh Start Maintenance Inc. to suffer substantial financial hardship if Fresh Start Maintenance Inc. is required to continue the work.
 - d. Any suspension of work under this Contract will also suspend the progress and completion dates set forth in the Contract Documents. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of Fresh Start Maintenance Inc.'s reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.
 - e. In the event, Fresh Start Maintenance Inc, fails to adhere to the contract, the customer must submit an "Opportunity to Cure," via email. Fresh Start Maintenance Inc. will then have 7 (seven) working days (Monday through Friday) to cure the deficiency. If the deficiency is not cured by Fresh Start Maintenance Inc. within this timeframe, the client has the right to submit a right to cancel the contract, with a provided 30 days' notice.
5. **Entire Agreement.** This Contract represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

6. **Miscellaneous Provisions.**

- a. Customer represents and agrees that is the owner of record, legally and beneficially, of the Property or is under contract to purchase the Property, and has the full and entire right, power, and authority to enter into this Agreement and other agreements affecting the Property; and, has or will obtain good and marketable title to the Property.
- b. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.
- c. The captions and headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
- d. This Agreement may be executed in two or more counterpart copies, all which counterparts shall have the same force and effect as if all parties had executed a single copy of this Agreement.
- e. The Customer and Fresh Start Maintenance Inc. respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Fresh Start Maintenance, Inc. reserves and maintains the right to assign the Contract as a whole or in part, without written consent of the Customer.
- f. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at a rate at the greater of 1.5% per month or the statutory rate set by the Florida Chief Financial Officer.
- g. The terms of this Contract have been negotiated by the parties, and this Contract shall not be construed or interpreted more strictly against one party than another on the grounds that the Contract or any draft thereof was prepared by a party or its counsel.

7. **Damages.** Contractor shall not be held responsible for the following:



FOR OFFICIAL USE ONLY

- a. Any damage caused by or to garden hoses left on the turf or shrubbery.
 - b. Any damage to personal items such as toys, pet items, lawn, and garden tools, extension cords, clothing, lawn furniture, Christmas lights, or any other items not associated with a reasonable landscape design left on turf or shrub areas, outdoor carpeting, ceramic, tile, sidewalks, pavers, decorative landscape borders and painted porches or driveways caused using the power equipment or vehicles.
 - c. Any damage to screened-in porches, which directly border the turf, and shrub areas without the presence of a kick plate or a landscape border.
 - d. Any damage to vinyl siding which borders turf and shrub areas without the presence of a kick plate or landscape border.
 - e. Any damage to exposed or hidden underground surface wires, and or pipes.
 - f. Client, its successors, and assigns, hereby agree to hold harmless, indemnify and defend Contractor for any claims for damages or injury made by any parties including but not limited to third parties or Client's residents, against Contractor for services provided under this Agreement.
-