

Charlie Shukitis

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CLS Landscape Services 1920 Levine Lane Clearwater FI, 33760 813-277-6338

Contract for Services: Huntington Townhomes St.Pete

**Lawn Maintenance (Mowing):** Mow all turf areas at height between 3.5 and 5.5 inches weekly from May 1<sup>st</sup> thru November 1<sup>st</sup>, unless excessive weather or acts of God prevent mowing. Turf will be mowed bi-weekly from November 1<sup>st</sup> thru May 1<sup>st</sup>, with exception of Thanksgiving and Christmas weeks as company will close for those 2 holiday weeks.

Edging: All lawn areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, signs parking lots, curbing, retaining walls, sprinkler heads and cable boxes will be completed with a blade edger in order to maintain a clean edge. Bed edges will be maintained around annual beds, shrub beds, covered areas and tree rings to prevent encroachment from lawns and other adjacent plant materials. Edging will be performed on a regular basis so as to conform to mowing schedule.

**Line Trimming:** Any turf areas that mowers cannot maintenance such as fence lines, lake banks and along signage will be maintained with a weed eater to keep all grounds at the same mow height.

Shrub Trimming and Pruning: Selective pruning will be performed on all ornamental plants, hedges and shrubs in order to maintain the natural growth pattern. Clipping and cuttings created will be removed from property. Ground cover and vines will be trimmed as necessary in a uniform manner to maintain neat and clean edges and overall appearance. Trees will be cleared of any sucker growth from the trunk or base. Palm trees less than 8 feet in height, will be trimmed on a regular basis, removing any dead or yellow fronds as needed. This contra

**Weed Control**: All bed and concrete crack weeds will be treated as needed with weed herbicide spray to maintain a clean and neat appearance.

**Debris:** All debris generated during the performance of this contract will be blown or removed from walks, curbs and driveways. Care will be taken to limit excessive lawn clippings, however it is understood, given the nature of work occasional windblown clippings may occur. All lawn area will be cleared of litter before mowing, so as not to shred any foreign matter.

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**Mulch**: Mulch is available to be refreshed as needed, via as an estimate and approval is completed and scheduled.

**Palm Tree Trimming**: Palms will be completed via an estimate and approval process, as they are not included in the contract (recommended once a year in March).

**Hardwood Trees**: Oaks and hardwood trees will be completed via an estimate and approval process, as they are not included in the contract (recommended once a year in December).

**Plants & Flowers (Annuals)**: Any plant replacement or additions will be completed via an estimate and approval process, with an average cost of \$22.50 per 3 gallon plant. Any flowers or seasonal annuals will be completed through the estimate and approval process with an average cost of \$4.50 per annual.

Pest and Fertilizing: Not included in this contract.

Irrigation: This contract does not include irrigation

**Landscape Improvements**: Any new landscaping or removal of existing will be completed with an estimate and approval from property managers before scheduled work and installation. Warranty is covered for 30 days, warranty does not cover acts of God, freeze, theft, vandalism or aerial disease.

**Property Maintenance Contract Terms**: The term of the agreement shall be for a one year period commencing on Date of signing and ending 1 year after. Upon completion of the contract, terms will roll over to a month to month agreement. Contract can be terminated at anytime for just cause with a 30 day notice of cancellation in writing, mailed to 1920 Levine Lane Clearwater FL, 33760.

**Compensation:** The Client shall pay the Contractor for services performed hereunder a total annual amount of \$18,000.00 payable over each one year period of twelve consecutive months, in equal installments of \$1,500.00. Contractor shall provide the Client with a monthly invoice by the 10<sup>th</sup> of each contractual month representing the monthly installment due for that month. All invoices are due and payable upon receipt. Charges unpaid 30 days after billing date, shall bear an interest rate of 1.5% per month.

The contractor will carry complete and adequate worker's compensation insurance and liability insurance at all times. Upon request the contractor shall supply the client with certificate of insurance.

The parties agree that each of the provisions stated herein shall be severable and the unenforced-ability of one, shall not affect the enforcement of others.

This contract shall be construed under and in accordance with the laws of the state of Florida. All actions and disputes shall be brought in the proper court venue, which shall be Pinellas County, Florida. In the event of default by the client, the contractor shall be intitled to recover

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all costs of collection, including but not limited to collection agency fees, court costs, filling fees, service fees and reasonable attorney fees.

Upon renewal of this contract, contractor shall have the option to increase the monthly charge if the need arises to offset any non-controllable increase in the cost of doing business, such as petroleum cost increase, workers compensation insurance, liability insurance and any other mandatory coverages. This increase shall not exceed 3% per year. If the Florida AAA average is at \$4.00/per gallon for diesel or gasoline an additional 3% will be applied.

Thank you for your consideration.

Accepted and authorized signature of Client and CLS Landscape Services:

Owner Charlie Shukitis:

Property Representative:

\_ Date:

Date:

to commence 12/1/29