



**CONTRACT PROPOSAL**

This is an agreement between Everyday Maintenance Inc, hereafter referred to as the Contractor, and Celebration Cape here after referred to as Client

The goal of the Contract is that upon completion of each visit to Client, the landscape appearance shall be maintained to the highest standard possible given the nature of the property and its individual conditions.

Contractor agrees to furnish all supervision, labor, and equipment to perform the work described herein. Contractor also agrees to procure all necessary licenses, insurance, and permits and provide proof thereof upon request.

**COMPENSATION**

<u>Services as per Contract</u>	<u>Fee \$/month</u>
Ground Maintenance	\$6856.00

An invoice will be delivered to Client in writing prior to the end of the current month's service. It is agreed that the invoice will be paid by client on or before the tenth day of the following month. Repeated late payment or non- payment will be considered default of this Contract. Any invoices/statements unpaid after the fifteenth day of the succeeding month will be assessed a 1.5 percent late charge, which will reoccur every successive month until the outstanding balance is received by Contractor

The contract shall remain in force for a period of **one (1) year**, starting **January 1, 2021** and ending **December 31, 2021**. The Contract shall automatically renew for successive periods of one (1) year each with a 3% increase unless the Client notifies the Contractor in writing at least sixty (60) days prior to the end of the Initial Term.

If at any time during the term of this Contract the Contractor becomes deficient in the performance of the contracted services, the Client shall inform Contractor in writing of said deficiencies. The Contractor will promptly address the deficiencies identified by Client and shall have up to 30 days from receipt of Client's notice to fully correct any deficiencies. If the deficiencies are not remedied within the specified timeframe, Contractor will be considered in default of the Contract and either party may terminate this Contract upon thirty (30) days written notice to the other party via certified mail.

## LANDSCAPE MAINTENANCE PROGRAM

MOWING – Mowing of all specified areas shall be maintained at a height of not less than 3 ½ “or more than 4”. Leave a neat, clean and uncluttered appearance up to 40 times per calendar year as required, depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly from April 15 through Oct 15, and every other week, from Oct 15 to April 15. Extra mowing can be provided if client and contractor determine necessary at an extra charge.

All grass clippings on streets, curbs and sidewalks shall be blown off upon completion of the full mowing process. Raking of leaves is not included in this Contract and will be done if needed for an additional charge.

TURF TRIMMING - Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by manual (weed-eater) or chemical means. When weed eating, a continuous cutting height will be maintained to prevent scalping.

EDGING - All turf edges of walks, curbs, parking lots shall be edged every mowing. Planter beds will be edged at least every other mowing.

PLANTER BEDS - Contractor shall remove weeds from all planting beds on a scheduled basis contingent upon weather conditions. Weeds will be controlled by chemical spraying. Weed free beds will not be guaranteed in areas where mulch or straw is absent or where less than 2 inches thick.

TREES AND SHRUBS TRIMMING - Shrub trimming will be done six times per year

Trim based on existing plant material up to six feet tall shall be pruned and shaped.

Trees shall be maintained by eliminating any overhanging branches or foliage which obstructs and hinders pedestrian or motor traffic.

Individual plants will be trimmed and pruned to maintain their natural form and eliminate branches which are rubbing against walls.

Dead palm fronds will be removed to a height of fourteen (14) feet,

IRRIGATION - The Contractor will inspect the irrigation system monthly (wet checks) to ensure proper operation including pumps, pressure tanks, filters, valves, sprinkler heads, time clocks, etc.

Any necessary minor repairs will be done at the time of the monthly inspections. The cost of repairs and parts will be billed to Client in addition to the monthly fee at \$55.00 per man hour

Timers shall be programmed to current time of day/week and all watering shall be done according to area mandates.

Any sprinkler heads damaged by Contractor as a result of improper functioning (i.e., stuck rotors, pop-ups, etc.) shall not be the responsibility of the Contractor.

## PEST CONTROL & FERTILIZATION

LAWN AND ORNAMENTAL PEST CONTROL.- monthly basis for pests and treated as needed by practicing **Integrated Pest Management (IPM)**.

Blanket applications for grubs and fungus are not included but spot treated as needed.

Treatment for fleas, ticks, nematodes, is not included in this contract but can be done for an additional charge.

Invasive grasses like Bermuda grass, Carpet grass or Crabgrass cannot be chemically treated with products currently approved for use in residential areas.

This does not include the inoculation of trees, palms and shrubs for Whitefly which are specialized costly treatments to properly treat. This can be treated at an additional charge.

This does not include the treatment of newly discovered or introduced insects or diseases.

GRASS FERTILIZATION - St. Augustine / Floratam grass fertilization following the FLORIDA GREENS INDUSTRIES BEST MANAGEMENT PRACTICES FOR PROTECTION OF WATER RESOURCES IN FLORIDA and have certified personnel on each application of six (6) fertilizations per year including:

**One** application of 16-0-8 plus (weed control) during winter.

**Two** applications of 16-0-8 during spring and fall.

**One** application with weed control, 36-0-13, iron and insecticide during late winter.

**Two** applications of 0-0-8 with miner elements

PALMS, TREES, SHRUBS AND WOODY ORNAMENTALS FERTILIZATION - **Two (2)** applications of 8-2-10 plus minor elements in spring and fall.

## OTHER CONSIDERATION

OPTIONAL SERVICES - The Contractor can provide the following optional services upon specific request of the Client and at an agreed fee.

Landscaping design and installation.

Annual flower installation.

Mulch installation.

Palm tree trimming:



WEATHER – Use of lawn maintenance equipment on oversaturated areas poses three potential detrimental circumstances listed below. In our tropical Florida climate, these occurrences are somewhat inevitable. It is our every intention to minimize these occurrences. Contractor will determine in Contractor's reasonable judgement when and if services can be performed during periods of precipitation. If inclement weather prevents beginning or completing service to the Client, Contractor will be permitted five working days (excluding weekends/holidays) to begin/complete required services.

Damage to existing turf root system.

Propagation of fungus related disease.

Probability of mud tracks on concrete areas.

The Contract does not attempt to address damage caused by vandalism, floods, severe storms, hurricanes or other incidents beyond the control of Contractor. The Contractor will endeavor to address such contingencies upon Client's request by separate agreement

DAMAGES - Contractor cannot be held responsible for the following:

Garden hoses left on turf or shrubbery.

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 the turf or shrub areas.

Normal wear and tear on outdoor carpeting, ceramic tile, and painted porches or driveways caused by the use of the power edger, weed eater, or lawn mower. Slight border damage of these areas is inevitable if the mowing process is to be performed thoroughly.

Screened-in porches, which directly border turf/shrub areas without the presence of a kick plate or landscape border.

Vinyl siding which directly borders turf/shrub areas without the presence of a kick plate or landscape border.

Exposed wiring or piping running from any solid structure directly to the turf and not protected by shrubbery or a landscape border.

Downspouts that do not maintain at least a four-inch clearance of turf areas.

Any hidden underground or surface wires and/or pipes which are damaged in the process of mowing and/or edging.

COMMUNICATIONS – It is the desire of the Contractor to handle Clients requests and concerns as quickly and efficiently as possible. To this end Contractor and Client agree as follows:

Client designate a specific representative to correspond with the Contractor. It is requested that this representative present all requests and concerns of the individual Client. This representative is encouraged to contact the Contractor at any time.

There will be instances when Client will need to approach a work crew. If this is necessary, the Client must only communicate with the job supervisor. This will ensure proper information and results given to the Client.

The below listed executing parties certify that they have the requisite authority to bind their respective parties to the terms and conditions of this agreement. In witness whereof the parties to this agreement have signed and executed it this 22 day of Dec, 2020.

CLIENT: \_\_\_\_\_

Mark Rodland, CAM

CONTRACTOR Everyday Maintenance Inc.

DATE: 12/22/22

DATE: \_\_\_\_\_

5835 Youngquist Rd, Fort Myers Fl 33912  
3514 Plover Ave Naples Fl 34117  
[www.everydaymaintenance.com](http://www.everydaymaintenance.com)  
239-437-3749

**Celebration Cape Community Association, Inc.**  
**Landscape Maintenance Contract Addendum #1**

The following items are meant as clarification within the Landscape maintenance contract between Everyday Maintenance and Celebration Cape Community Association, Inc. By signing below these items are considered to be included with the contract between Everyday Maintenance and Celebration Cape Community Association, Inc. In the event of any conflict between this addendum and the contract, the terms of this Addendum shall control.

- **Outer Wall mowing/trimming frequency:** Everyday Maintenance will provide mowing and trimming outside of the wall from the wall to the fence or fence line on all sides. The vegetation outside the south wall and particularly in the swale must be cut/trimmed to almost ground level. Outside mowing must be done no less than every two weeks during the summer and monthly during the winter season.
- **Mowing/Trimming around lake:** will occur with regular maintenance scheduled of all Common Areas and single family homes.
- **Weed prevention (Curbs, Walkways, Driveways):** Will be maintained chemically on each scheduled visit as long as weather conditions will allow for it.
- **System management (Service schedule and Irrigation schedule):** Everyday Maintenance will provide a tentative annual schedule outlining what month's services will be provided, including, but not limited to trim schedule, applications of fertilizers or pest control, etc... An irrigation runtime schedule will be provided by Everyday Maintenance.
- **Fertilization and Pest control applications:** Notification of All pest/fert applications will be provided prior to services being provided along with a detailed billing of what was applied.
- **Parking:** Crew will always park in the designated location unless otherwise directing by the board or in case of emergencies. Current parking location is in front of the pavilion.
- **Irrigation:** The association and its residents will have the opportunity to make its own irrigation repairs. All irrigation repairs performed by Everyday Maintenance will be allowed via a written and signed approval by the Association.
- **Irrigation Wet Checks:** The Contractor will inspect the irrigation system monthly (wet checks) to ensure proper operation including pumps, pressure tanks, filters, valves, sprinkler heads, time clocks, etc. and will provide reports to the Association.
- **Areca Palms:** Dead fronds to be cleaned and removed on a regular basis. Palms along the sidewalk at the entry to be trimmed up to a height to allow safe and clear pedestrian traffic. Palms along the West wall will not be trimmed.
- **Pitch Apples:** All Clusia shrubs to be trimmed to present a neat, attractive appearance. Heights will be maintained at approximately 6' (6 feet).

Contractor: Signature \_\_\_\_\_

Date: \_\_\_\_\_

Celebration Cape: Signature  \_\_\_\_\_

Date: 12/22/21



## ADDENDUM NO. 2 TO LANDSCAPE CONTRACT

Everyday Maintenance, Inc. ("Contractor") and Celebration Cape Community Association, Inc. ("Client") are parties to that certain Contract Proposal of even date herewith (as amended, the "Contract"). The parties desire to amend the Contract on the terms set forth in this Addendum No. 2. In the event of a conflict between the Contract and this Addendum No. 2, this Addendum No. 2 shall control.

### ADDITIONAL TERMS

Liability: The parties agree that the Contractor is an independent contractor and Celebration Cape Community Association, Inc. shall have no liability due to injury to the Contractor or the Contractor's agents or employees, unless such injury was caused in solely by the negligence of Celebration Cape Community Association, Inc.

Insurance: During the term of the Contract, Contractor shall, at its sole cost, maintain, and shall cause all of its subcontractors, if any, to maintain, the following minimum insurance:

1. Commercial general liability (ISO form or equivalent) policy, including insurance against personal and advertising liability, products liability/completed operations, broad form property damages, extended bodily injury and independent contractors, assumed or contractual liability under this Contract, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;

2. Workers' compensation coverage as required by law and Employer's liability insurance in an amount of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate; and

3. Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned in the following minimum amounts with a limit of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

All insurance policies shall be written by an insurance company having a Best rating of at least A-/IX and licensed to do business in the State of Florida. A copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, shall be delivered to Client on the effective date of this Contract and, upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Each policy evidencing insurance required to be carried by Contractor shall contain the following provisions and/or clauses: (A) name Client as an additional insured (except with respect to workers' compensation insurance); and (B) that the insurer will not cancel, materially change or fail to renew the coverage provided by such policy without first giving Client at least ten (10) days' prior written notice.

License: The Contractor shall, at all times during the term of this contract, maintain all necessary and appropriate governmental licenses to do landscape maintenance, landscape installation, fertilizer application and pest control in Lee County, City of Cape Coral and the State of Florida.

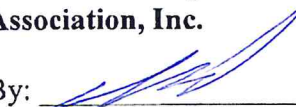
Law: This Contract shall be governed by the laws of the State of Florida.

Attorney's Fees: In the event of suit or action commenced to enforce the terms of this Contract, the prevailing party shall be entitled to attorney's fees and costs, including any appeal or bankruptcy proceeding.

Counterparts: This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto.

Miscellaneous: It is understood and agreed that if any paragraph or portion of this Contract shall be in violation of any applicable law, such paragraph or portion shall be inoperative, but the remainder of the Contract shall remain valid and shall continue to bind the parties. This Contract shall be binding and inure to the benefit of each of the parties, their successors and assigns; however, this Contract may not be transferred or assigned by either party without the prior written consent of the other party.

**Celebration Cape Community Association, Inc.**

By:   
Print Name: Mark Rowland  
Title: CAAM  
Date: 12/22/20

**Everyday Maintenance, Inc.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_