



4101 Vinkemulder Road | Coconut Creek, FL 33073 | 954.973.3333 | WWW.CPMLAWN.COM

LAWN MAINTENANCE CONTRACT

MAINTENANCE AGREEMENT

This Maintenance Agreement between **Marina at The Bluffs Condominium Association, Inc.** doing business in **Palm Beach County, Florida**, hereinafter referred to as "The Client" and **Complete Property Maintenance, INC.** incorporated under the state of Florida, hereinafter referred to as "The Company", for the purpose of maintaining and servicing lawns, enter into this agreement as further described below.

PURPOSE

The purpose of this agreement is to specify the terms, conditions, and requirements pertaining to cutting, servicing, and maintaining the areas so listed. The Client and The Company both agree that the essence of their relationship is "good will".

TERMS AND CANCELLATION OF AGREEMENT

This contract is for **2** year(s) commencing **November 1, 2024**, unless sooner terminated as hereinafter provided. This agreement will continue until either The Company or The Client cancel the agreement by providing 30 days written notice of termination. The client is responsible for all payments for services performed through the date of termination. In the event of litigation relating to the subject matter of this agreement, the losing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

AREAS TO BE SERVICED

- Common ground
- Entrance
- 22 Buildings
- 4 Pool/Rec Areas

SERVICES TO BE RENDERED BY THE COMPANY

A) LAWN SERVICES:

1. Cutting of lawns **42** times per years, as follows:

3 Cuts per Month	November thru April
4 Cuts per Month	May - October

* Turf to be cut at a height of 3.5 – 4.5 inches depending on time of year and conditions.

2. Weeding of plant beds **13** times per year via spray and/or manual removal.

3. Trimming of hedges **13** times per year. Any material with temporary holiday lighting will be skipped. Trim to be every 3 weeks from June thru September.
4. Ornamentals (i.e. Ixora, Hibiscus, Trinettes, etc.) will be trimmed as needed using correct Horticultural Practices.
5. Edging and weed eating of all walkways, flower beds, sea walls, fence lines, perimeters of buildings, and streets. Stone covered beds without steel, cement, or brick borders will not be edged.
6. All debris resulting from our work to be removed from the property on the same day that services are rendered.
7. Clippings to be removed from all paved and mulched surfaces after each mowing by mechanical blower.
8. Reachable broken and nuisance tree limbs, brown palm fronds, and fronds hitting building will be removed up to **12 (twelve) feet utilizing single extension pole saw**. Lower branches and suckers will be trimmed to a clean height of **8 (eight) feet**. This service is not a replacement for normal annual tree trimming services and all palms should be formally trimmed yearly in accordance with **ISA Arborist** recommendations.
9. The turf shall be free of all obstacles to prevent damage from equipment. The homeowner is responsible for all seating, statuary, barbeques, toys, hoses, trampolines, etc. These items will not be picked up by the landscape staff and The Company assumes no liability for items in lawn areas on the day of mowing. When possible, turf obstacles will be maintained with a string trimmer to the best of our abilities in order to present a neat appearance.
10. The Company Account Manager shall inspect the property after each service to ensure all standards have been met.

B) FERTILIZATION AND SPRAY SERVICES: N/A

1. Fertilization Services will be conducted under the following schedule:

Lawn Fertilization	Quarterly
Fertilization of Shrubs & Ornamentals	Quarterly
Fertilization of Palm's and Trees	Quarterly

2. Pest Management will be conducted under the following schedule: **N/A**

Integrated Pest Management	Monthly
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- i. The Company spray technician will visit the property and make a thorough inspection of all the serviced areas. They will then spot treat the necessary areas to control insects and weeds. Any large outbreaks will be proposed.
- ii. Weeds in pavers, Driveways, sidewalks, courtyards and non-screened in pavers in back yards and tree rings will be treated twice monthly.
- iii. Fungus in lawns will be spot treated, large areas will be proposed.
- iv. Chewing Insects, such as Aphids, on shrubs and ornamentals will be treated as required. Fire ants treated as needed.
- v. Insects not covered under the pest control specification of this contract include Diamond or Lac Scale, Take all root rot, Brown Patch fungus, Botryospheria, Mosaic, Asian Scale, White Footed Ants, and newly identified pests. The products used to treat these insects are costly. In an effort to keep our pricing within reach, we will be glad to provide pricing should the need arise to treat these pests or large outbreaks.



INITIALS:
DATE:

C) IRRIGATION SERVICES: N/A

1. An Irrigation mechanic will visit the property to perform a wet check **Monthly**.
2. As part of the wet check, following services are provided with no additional billing:
 - i. Inspection of all sprinkler heads zone by zone.
 - ii. Cleaning of clogged nozzles.
 - iii. Replace or repair broken sprinkler heads caused by The Company employees and/or equipment.
 - iv. Clean and adjust sprinkler heads to insure proper coverages.
 - v. Inspect controllers for proper operation.
 - vi. Reprogram controllers according to seasonal requirements or imposed restrictions.
3. All other minor repairs will be completed after the wet check and billed on a time and material basis.
4. All large repairs (i.e. clocks, main line, pumps, etc.) will be proposed for approval and will not be performed without written authorization from a board representative.
5. Billable repairs will be charged at an hourly rate of **\$65.00** for a Technician and **\$45.00** for a Tech Assistant. Request assistant to make these repairs when possible.

D) OPTIONAL SERVICES NOT INCLUDED IN THIS CONTRACT:

1. Tree trimming
2. Landscape Improvements
3. Annuals
4. Mulching

E) OTHER:

1. The Company will send The Client a written monthly work schedule on or before the first of each month outlining the specific work to be performed pursuant to this agreement for the following calendar month.
2. The Company will be available in the event The Client deems it necessary to have specific work done prior to or after a major storm or act of nature. Any major repair or extra work done due to storms or acts of nature are not to be covered in the above stated service.
3. The Company will assure that there are qualified workers on the job site to complete all phases of the operation in a reasonable time limit.
4. The Company will see that their crews are kept together and are not scattered about the property.
5. The Company employee will be supervised by an experienced and English-speaking supervisor, who will be on the property during work hours.
6. The Company is not responsible for telephone, lighting, or any other underground cables that are within **4 (four)** inches of the surface damaged by edger's or any other equipment.
7. The Company shall perform all our services in compliance with all laws, ordinances, and regulations of federal, state, county, and municipal authorities as may be applicable.
8. The Company will provide a uniform shirt and hat to all of its employees who are performing work on the property.
9. The Company will guarantee that work in this contract will be finished in a timely manner and any work left undone will be corrected or repaired without delay on the following business day.



INITIALS:
DATE:

10. The Client agrees that it will not, during the course of this contract and for at least (1) one year after the termination thereof, indirectly or directly hire any person who is an employee or representative of The Company.
11. If there are significant changes to the turf, plant material, or irrigation within the areas to be serviced after the commencing date of this contract, the contract pricing may be subject to review by either The Company or The Client.

COST

The cost of services listed above in this contract will be **\$150,912.00** per year. The monthly payments will be billed per month at a rate of **\$12,576** for the first year.

The monthly fee will be increased up to a maximum of **3%** annually. The monthly payment is due by the 10 (tenth) day of each month. A 1.5% service charge will be applied per month on past due accounts. At the conclusion of the above term, this contract shall automatically renew each year for an additional year unless otherwise agreed to by the parties.

SCOPE OF WORK

- The Company shall provide all necessary labor, material, equipment, and fully trained personnel to properly maintain all landscaped areas within the contract limits.
- The Company is responsible for and will guarantee all work outlined in this contract.
- The Company will follow established horticultural practices for ground maintenance to ensure a neat appearance of the property.

DAMAGES

- Shrubs, trees, plants, Turf or sprinkler heads damaged by The Company, shall be replaced at The Company's expense.
- The Company will not be responsible for damages caused by soil-borne diseases, fungus, insects, or any other problems not outlined in this contract.
- The Company will not be responsible for irrigation or any other types of damages existing prior to the signing of this contract.
- The Company will not be responsible for any damages resulting from unusually excessive rain, lightning, windstorms, hurricanes, or any other acts of nature. Any cleanup afterwards will incur additional charges as per work performed.
- The Company will not be responsible for any damages to landscape lighting or decorations that are not at least 12 inches into the bed and at least 6 inches away from any trimming material.
- The Company will not be responsible for damages to plastic edging due to regular turf maintenance.
- The Company will not be responsible for small chips and normal wear to tiles and bricks that are not separated from the turf edging by concrete or some other buffer.
- The Company will not be responsible for screens without a kick plate or 12 inch buffer from the edge of the turf.
- Damages must be inspected and approved by The Company for repair before compensation will be made.



INITIALS:
DATE:

- Damages caused by conditions beyond The Company's control shall be repaired at The Client's expense. Under no circumstances will money be deducted from the payments due under this contract.

COMPLIANCE, INSURANCE, AND LICENSE

- All employees of The Company shall be qualified U.S. citizens or legal residents authorized to work in the U.S.
- The Company must maintain proper general liability, automotive liability, workers compensation, and any other insurance required by the law.
- Copies of each Insurance to be attached upon signing of contract. Insurance must be maintained at the same or higher limits throughout the term.
- The Company has a valid landscape license that must remain active and in good standing throughout the term.

ADDITIONAL WORK

All additional work not outlined in this contract will be invoiced separately on a time and materials basis, payment will be made within (30) days of billing.

In consideration of the aforesaid, The Company and The Client hereto agree on this _____ day of _____, 2024.

COMPLETE PROPERTY MAINTENANCE, INC

WITNESS

CLIENT

WITNESS



INITIALS:
DATE: