
GSL



GOODSHEPHERD1804@GMAIL.COM



(772)607-1507

2500 QUANTUM LAKES DRIVES,
WEST PALM BEACH,FL, 33426

PATRICK B. IRENE
GOOD SHEPHERD LANDSCAPING
2500 QUANTUM LAKES DRIVE,
WEST PALM BEACH FL,33426

Dear Association.

Good sHepherd Landscaping is small business operated in palm beach county. We have been in business for 10 years. We are very hands on with all of our contract. We take pride on direct contact and face to face with all of our client.

Please feel free to call anytime at (772)607-1507

Or email at Goodshepherd1804@gmail.com for any inquiries



Sincerely,

GSL

LANDSCAPING CONTRACT

I. THE PARTIES. This Contract is made effective this day January 1 2025 by and between Good Shepherd Landscaping Llc (License Number: n/a), having a primary business address of 2500 Quantum Lakes Dr, Ste 203, Boynton Beach, Florida, 33426 ("Contractor"), and The Marina at the Bluffs, with an address of 1550 Marina Isle Way, Jupiter, Florida, 33477 ("Contracting Party").

Contractor and Contracting Party may be referred to herein individually as Party and collectively as Parties. This Contract may be referred to herein as the "Agreement".

WHEREAS Contractor is in the business of landscaping;

WHEREAS Contracting Party has a need to hire a landscaping contractor;

NOW THEREFORE, the Parties agree as follows:

II. SCOPE. The scope of this agreement is that landscaping project, the specific nature of which is defined herein, to be completed by Contractor for the Contracting Party.

III. PRICE.

The total price for this project is \$164,000.00.

IV. PROJECT DESCRIPTION.

Jobsite address: 1550 Marina Isle Way, Jupiter, Florida, 33477

Project Description:

Providing professional Landscape services.

42 cuts a year

15 trimming of all around bushes a year.

Scheduling will be from M-T weekly,(Month of May thru October..

Scheduling for Mowing Bi-weekly. (month Nov-April)

Trimming will be very 3 weeks in the beginning of the weeks during rainy season.

V. APPROXIMATE START DATE. A substantial commencement of work shall occur on approximately January 1 2025.

VI. APPROXIMATE COMPLETION DATE. This project will be completed on approximately January 1 2026. Approximate completion date is subject to change pursuant to this Agreement.

VII. DOCUMENTS TO BE INCORPORATED INTO THIS CONTRACT.

No additional documents are incorporated into this Contract.

VIII. PAYMENT.

Customer shall pay as follows:

Every 2 weeks or monthly. Payment schedule is customer discretion. Client will choose one of the option.

IX. WORKERS' COMPENSATION INSURANCE. Contractor carries workers' compensation insurance for all employees.

X. COMMERCIAL GENERAL LIABILITY INSURANCE. Contractor carries commercial general liability insurance, the details of which are available to Contracting Party upon request.

XI. WARRANTY. Contractor makes no warranty either express or implied. By making the final payment hereunder, Contracting Party accepts the completed project on an 'as-is' basis and assumes all liability, financial or otherwise, for Contractor's work and workmanship.

XII. TERM. The term shall be from time of execution to time of final payment unless otherwise terminated as provided hereunder.

XIII. TERMINATION. This Agreement shall automatically terminate upon Contracting Party's delivery of final payment to Contractor, which shall indicate Contracting Party's acknowledgment that all of Contractor's obligations set forth herein have been met.

Contractor may terminate this Agreement early for any of the following reasons: 1) Contracting Party's material breach of this Agreement; 2) if any payment required hereunder is not made for a period of 30 days despite Contractor's written notice to remedy.

Contracting Party may terminate this Agreement early for any of the following reasons: 1) Contractor's material breach of this Agreement; 2) if Contractor stops work for reasons not permitted by this Agreement and the stoppage remains uncured for 30 days after Contracting Party provides Contractor written notice to remedy. Should Contracting Party terminate this Agreement prior to completion of work, Contracting Party shall pay Contractor any outstanding debts for actual work completed and materials that have been delivered.

XIV. SUBSTANTIAL COMMENCEMENT OF WORK. A Substantial Commencement of Work shall be defined as the delivery of materials to the jobsite or the actual physical commencement of any of the work to be performed pursuant to this Agreement; either of which may occur first.

XV. PROPERTY LINES. Unless otherwise set forth in the description of work, property lines shall be determined by Contracting Party and Contracting Party shall bear all responsibility for the remedy of any issue that may arise because of disputed property lines. Contractor shall have the right to delay any work in a disputed area until such time that the dispute is resolved.

XVI. WEATHER DELAYS. Both Parties hereby acknowledge that reasonable delays may be expected due to inclement weather. Any such delay shall not be construed as Contractor's failure to perform its duties hereunder.

XVII. DELAY FOR NON-PAYMENT. If Contracting Party fails to make any payment required hereunder, Contractor shall have the right to halt and delay any remaining work until payment is made.

XVIII. TOXIC OR HAZARDOUS MATERIALS. Should Contractor or Contractor's subcontractors or their employees encounters any toxic or potentially hazardous materials then Contractor shall immediately halt work until such time that Contracting Party causes such condition(s) to be remediated by properly licensed specialists. All costs for remediation of toxic, hazardous, or potentially hazardous materials shall be borne by Contracting Party as additional costs.

XIX. BROOM CLEAN CONDITION. Upon completion of the work described in this Contract, Contractor shall leave the jobsite in broom-swept condition.

XX. MARKS FROM HEAVY EQUIPMENT. To complete the work defined herein, Contractor may use heavy equipment. Heavy equipment may leave marks on driveway, pavers, and other areas. Contracting Party hereby acknowledges the acceptability of reasonable scuffs and marks left by heavy equipment and shall not require that Contractor remedy them.

XXI. NO FAULT DAMAGE. In the event that the jobsite or any of the work, improvements, equipment, appliances, or materials are damaged as a result of fire, vandalism, theft, flood or any other event beyond Contractor's control then Contractor shall not be required to repair such damage without it being considered an "extra" amount of work for which Contractor shall be normally compensated.

XXII. JOBSITE PREPAREDNESS. Prior to estimated start date, Contracting Party shall prepare the jobsite for work to commence by removing any equipment, rubbish, junk, or any other items that may limit Contractor's ability to commence work.

XXIII. PERMITS. Unless otherwise set forth elsewhere under this Agreement, Contractor shall be responsible for obtaining and paying for the permits required to perform the work described herein, except that Contracting Party shall be obligated to pay all taxes levied as a result of obtaining them.

XXIV. FORCE MAJEURE. If Contractor is unable to perform its obligations hereunder due to events beyond Contractors control, which shall include but not be limited to fire, famine, flood, vandalism, acts of war or terrorism, extreme weather, Acts of God, and public health emergencies, then Contractor shall not be in breach of any of the covenants herein but shall be permitted to delay any work for the amount of time required for the event to be remedied.

XXV. MATERIALS PRICE INCREASE. If the price of any appliance, machine, or material should increase by more than 5% between execution of this agreement and the time of the item's purchase or rental, then Contractor shall be entitled to additional compensation commensurate with the actual increase in price of the appliance, machine, or material and shall be payable at the next progress payment, or final invoice, whichever is due first.

XXVI. EFFECT OF FINAL PAYMENT. By making the final payment pursuant to this Agreement, Contracting Party acknowledges that all work has been satisfactorily completed to industry standards; and that Contractor has performed all its duties and obligations hereunder.

XXVII. INTELLECTUAL PROPERTY LICENSE. Contracting Party hereby grants Contractor a non-exclusive, non-transferable license to use, copy, and distribute images of the work, either in-progress or completed, that is covered by this Agreement, for Contractor's own marketing purposes. This license shall survive this agreement and shall remain in effect in perpetuity. Unless otherwise set forth elsewhere in this Agreement, Contractor may not incorporate any other of Contracting Party's

identifying information in its marketing materials other than city and state where the work was performed.

XXVIII. LIEN RELEASE. Upon satisfactory payment being made for any portion of the work performed, the contractor, prior to any further payment being made, shall furnish to the Contracting Party a full and unconditional release from any potential lien, claimant claim, or mechanics lien for that portion of the work for which payment has been made.

XXIX. JOINT CONTROL. Unless otherwise set forth hereunder, this Agreement does not provide for Contractor furnished joint control.

XXX. GOVERNING LAW. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations.

XXXI. OTHER TERMS AND CONDITIONS. No additional Terms or Conditions shall be incorporated into this Contract.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

Contractor Signature

Printed Name and Date

Contracting Party Signature

Printed Name and Date

Good Shepherd Landscaping
893 Fieldstone Way, West Palm Beach, Fl
(561)6286113
(772)607-1507
GoodShepherd1804@gmail.com

Lawn Maintenance Contract.

September 20, 2024

Scope of Work: Good Shepherd Landscaping LLC will herein be referred to as "Contractor". Contractor will furnish all necessary, material, equipment and labor to perform the following scope of work.

Work to be performed as part of the monthly maintenance.

Mowing: All Lawn as described in the specifications. Front and back of homes. (Common Area) will be cut 42-48 times annually.

(i.e.) cut monthly- Weekly days cut Months as follow:
May, June, July, August, September, October.

(i.e.) Bi-Weekly cut months as follow: November, December, Jan, Feb, March. (April,)

(note) even on the month of bi-weekly cut, we will continue to monitor property weekly for blowing and picking up debris. (November, December, January, February, March.

Weed Eating: All areas not accessible by lawnmower shall be cut with a gasoline powers string trimmer each time the grass is cut. These areas shall include all building foundations, trees, walls, fences, light poles, transformers, signs, fire plugs, etc.

Edging: All roadways, drives, walkways, curbs and any pavement shall be edge to go along with mowing schedule. Note: Special attention will be paid as to not increase the size of the beds each time they are edge.

Beds and Area Maintenance: All plants and beds (Not Personal landscape) will be hand weeded once a month, preferably during the first cut of the month. An inspection will be made on the next cut by the owner or a supervisor. We will also ensure that no beds or plants have been missed and to remove any excessive growth caused by extreme weather.

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Debris Removed: Any Clipping and/or debris that result from the lawn maintenance or that accumulate in the beds. Drive, and walkways shall be removed each weekly visit. Road drains shall be kept free of debris.

Plants Trimming: During our first cut of the month, all plants bushes, and edges specified by management shall be trimmed on all sides (including those bordering fenced areas, whenever possible.) Once Every thirty-(30) days to insure best shape, health and character. Special attention shall be paid to the flowering plants when they are in bloom. Trimming shall include the periodic removal of dead, diseased, and weak wood: all sucker growth and the use of hand shears and loopers, where necessary.

Insect and disease controls: all the lawns should be sprayed by a contractor of the client choosing.

Weed Control in Sidewalk, parking lot, roadways, around trees and etc.: A non-selective weed killer shall be used on the sidewalks, parking lots, roadways, etc. A minimum of twice (2x) a month to control and prevent the growth of weeds.

Hurricane Assistance: In the event of a hurricane or other major storm, the contractor shall assist in the cleanup at a cost billing only for time, dump fees and if necessary, rental equipment

Supervision: There will be a supervisor on the job each time the crew is working.

Time: Owner/Supervisor will set a schedule with the board that best suited board, homeowners, and company. Once decided on schedule date, as weather may permit. We will abide by those dates and will communicate with management if we have any changes.

Our normal working hours is M_T (8am-5pm) weekly. Optional Friday and Saturday based on workload.

Weather Permitted- In Case of rain, Hurricane, wind, or Any bad weather. We will perform our work on the next available days including the weekend.

Authority to do additional work: Upon visit, if necessary, the contractor will provide Management with any landscaping deficiencies that need immediate attention. Should these deficiencies be by contract, the responsibility of the contractor, repairs and/ or replacement will be made immediately. Should these deficiencies be the responsibility of the association, a

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price will be given to Management. Only in the case of an emergency will the Management or contractor due work before approval.

Notices: All notices, request, consents and other communications required or permitted under this agreement shall be in writing, and delivered by prepaid express overnight courier, messenger, or email. Return receipt requested to

AS to Contractor: Good Shepherd Landscaping
 2500 quantum lakes drive Ste#203
 Boynton Beach, FL, 33426
Email: Goodshepherd1804@gmail.com

As to Association:

Alternatively, to such other addresses as each party may hereafter provide by written notice.

Responsibility Limits: The landscape contractor shall not be responsible for any damage resulting from “: Acts of God” or vandalism that are beyond the control of the landscape contractor except in instances where lack of proper care by the landscape contractor made a material contribution to the damaged, or in instances where the damaged was done by an employee or an agent of the landscape contractor. The landscape contractor shall not be responsible to pay for any plants, grass or trees that are dead or in poor condition at time of contract.

Laws and Licenses indemnification: Laws and Licenses- All work to be performed by contractor hereunder shall comply with all applicable laws, rules and regulations. Contractor represents and warrants to Association that contractor is licensed to perform the work and provide the services under the terms of the agreement.

Indemnification: Contractor hereby agrees to indemnify save harmless and defend the Association, its partners, affiliates, officers, directors, agents, and employees, (the “Indemnified parties”) from and against any all-claims suits damages judgement and others arising out of or relating to the violation or breach by the contractor of any law, rule or regulation including

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those having to do with environmental matters and the handling of toxic or hazardous materials. This indemnity shall include reasonable attorney's fees and cost at all levels and shall survive the termination of the agreement with respect to any claims, the cause of which arose during the term of this agreement.

Binding Effect: All the terms and provisions of this agreement whether so expressed or not, shall be binding upon inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

Term: This contract shall be in effect for a period of one year. Either party with thirty(30) days written notice or official email with all the boards signature and or owner signature may terminate with or without cause.

Early Termination: In Cases that contract need to terminate early. A 60 days early termination fee will apply that will result a 2 month pay **to Good Shepherd landscaping.**

Compensation: As Full and complete compensation for all work, labor, services materials, equipment and supplies pertaining to the clauses of this contract, the contractor's fee will be one hundred sixty four thousand and zero cents (164,000) Payable at thirteen thousand six hundred sixty seven cents (13,667) Monthly.

Preferred method: Pay out of six thousand eight hundred thirty three dollars and five cents

Preferred payment method is electronic.

Signature of the owner:

Date: _____

Authorized Signature for the Association:

Date: _____

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