

2018-2021

# IDEAL LANDSCAPING LLC

P. O. Box 4446  
Fort Pierce, Florida 34948  
PH#772-828-1562  
Email: [ideallandscapingllc@gmail.com](mailto:ideallandscapingllc@gmail.com)

## LAWN AND LANDSCAPE MAINTENANCE CONTRACT

This contract is an agreement between IDEAL LANDSCAPING LLC, herein after referred to as the contractor, and Mid Port Place 1 herein after referred to as the client. Contractor and client hereby promise and agree to the following: The contractor agrees to provide the services detailed in the following specifications. The client agrees to pay the charges specified herein.

### PART I - LAWN MAINTENANCE SPECIFICATIONS:

**A. Mowing, Edging, and Trimming:** All turf areas shall be mowed **once** per week from May 1 through October 31. The rest of the year mowing shall be done **every other week**. Mowing shall be with a (mulching) mower. Mower blades will be sharp at all times to provide a high quality cut and minimize disease. Mowing height will be in accordance to grass type and variety. Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 24 hours after moving.

All sidewalks, fences, driveways, parking lots, patios, transformers, lamp post other surfaced areas bordered by grass, buildings adjacent to turf, trees and plant rings and beds will be edged and weeded every mowing. Contractor will clean all clippings from sidewalks, curbs, and roadways after mowing and/or edging.

- January-2 mows
- February-2 mows
- March-2 mows
- April-2 mows
- May-4 mows
- June-5mows
- July-4mows
- August-5mows
- September-4 mows
- October -4 mows
- November- 2 mows
- December-2 mows
- Total 38 cuts per year**

38

2  
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### B. Weed Control

All grass and weed growth at sidewalks, driveways, gutters, water meters, Curb dividers, common ground, parking lot and planter beds shall be sprayed with weed killer **once a month and more** frequent in rainy season.

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## **PART II - LANDSCAPE PLANT MAINTENANCE SPECIFICATIONS**

**A. Pruning:** Shrubs will be pruned once a month to ensure proper informal shape, fullness, and bloom. Gasoline powered shears will be used in pruning. Any additional work requested that is not listed on contract will be billed at \$45.00 per man per hour with a 3-hour minimum. The contractor will remove all debris.

**B. Mulching: Not part of monthly service**

**C. Palm tree trimming**

All dead palm fronds or fronds that need to be trimmed up to 8' reachable from ground will be removed as needed.

**D. Fertilization**

All turf area shall be fertilized 3 times per year with insecticide and herbicide to control weeds liquid blend.

All insecticide and fertilization are included in monthly service price

## **Part III – Supervision**

Contractor will provide a competent supervisor or crew leader to direct all work crews and report to office management at time service is performed to make sure all needs are taken care of at time service is performed and quality of work is done to company's requirements set fourth by management.

## **PART IV - INSURANCE, LICENSES, PERMITS, LIABILITIES**

### **A. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE-**

Except as to Contractor's duties relating to insurance and compliance with all applicable laws, rules and regulations, the Contractor shall not be in default of this Agreement unless, the Association has given the Contractor written notice of a default, with an opportunity to cure within thirty (30) days.

If the Contractor has cured the deficiency, this Agreement shall be deemed to be cured and in good standing.

If the Contractor fails or refuses to timely correct the situation, then the Contractor shall be in default.

Any such termination shall take effect thirty (30) days after written notice from the Association to the Contractor and that the Contractor has failed to adequately correct a defect within the aforementioned thirty (30) days cure period.



In the event of any breach or default by the Association, the Contractor shall similarly provide thirty (30) days written notice for the Association to cure the defect, and if so cured the Agreement shall be in good standing.

If the Association fails or refuses to cure the default within the time period, then the Contractor shall be entitled to any and all remedies at law or in equity.

**B. INSURANCE**

The Contractor agrees to name the Association as an additional insured with respect to Contractor's liability and property damage insurance (having limits reasonable and acceptable to the Association) and will provide a certificate of such insurance to the Association prior to commencing any work hereunder, showing that the Association is so named and providing thirty (30) days written notice in the event of cancellation or non-renewal.

Unless the Contractor is exempt by law, the Contractor shall provide the Association with a written certificate evidencing Workman's Compensation coverage during the term of the Agreement.

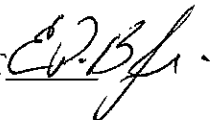
**C. GENERAL PROVISIONS**

- a) **Binding Effect-** All of 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.
- b) **Entire Agreement-** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by parties.
- c) **Headings-** The headings contained in the Agreement are for the convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement
- d) **Damages-** Ideal Landscaping LLC will be responsible for damages caused by its personnel, machinery or any other equipment used by the Contractor. If damages occur from Ideal Landscaping LLC., we will either fix the object damaged or subcontract another contractor to do repair work at our expense (Contractor).
- e) **Exclusions-** Contractor will not be responsible for any damage caused by a previous contractor on structures, irrigation, signs, turf and plant material

**D. SPECIFICATIONS AND EXTRAS**

In the event that litigation is necessary to enforce the provisions outlined herein, the prevailing party shall be entitled to court cost and reasonable attorney's fees.

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**Contractor is not liable for**

- Death or decline of plant material due to improper selection and/or placement.
- Death or decline of plant material due to improper irrigation
- Flooding, storm or wind damage
- Damage due to vandalism
- Exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn.
- Disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water to inoperative irrigation components, or irrigation restrictions imposed by the Water Management District or civil authorities.
- Damage caused by any item hidden in the landscape and not clearly guarded or marked.

**PART V - PROPERTY DESCRIPTION, SERVICES PROVIDED, TERMS, CONDITIONS, AND CHARGES**

**A. This contract is for maintenance for property located and described as:**

Mid Port Place 1

1509 SE Royal Green Circle, Port St Lucie FL 34952

**B. The term of the contract** is for ~~one year~~ <sup>3 years</sup> beginning September 1<sup>st</sup> 2018 and ending September 1<sup>st</sup> 2021. **Mid Port Place 1** has the right to terminate this contract with a thirty (30) day written notice provided that the Contractor has been warned of violations of the contract in writing and ignores one or more written warnings for a period of time more than thirty (30) days.

C. The charge for the specified services is **\$3837.20** per month or **\$46046.40** Annually for the term of this contract payable by the 15th day of each month for which service is provided. The client will receive an invoice by the 5th of the month and payment is due within ten (10) days from the date of the invoice. Any additional or unscheduled services agreed upon by client and contractor will be billed separately. If payment is not received within 30 days of invoice date all work will be stopped until payment of past due and current invoices are paid in full.

Sept. 1st. 2021

Edmond R. Beigus Jr.

I HAVE READ FULLY THE ABOVE TERMS AND CONDITIONS AND AGREE  
TO BE BOUND BY THEM.

In witness where of the parties to this contract have signed and executed it  
as indicated.

*Jad Abu* 05 SEP 18  
*Pres. Edward P. Bergenski* 9-5-18  
\_\_\_\_\_  
Client Date  
*[Signature]* 9-6-18  
\_\_\_\_\_  
Contractor Date



INT *E.P.B.*