



Tropical Landscape Maintenance

Specializing in Commercial Properties since 1981!

T: 561.479.8283 F: 305.421.0423

Contractual Agreement Between
TROPICAL LANDSCAPE MAINTENANCE, INC.
(CONTRACTOR)
and
Carlton House HOA
(CLIENT)

All services shall be performed in a safe professional manner. The **Contractor's Agreement** supersedes **CLIENT'S** agreements, if applicable. Areas to be serviced include all planted areas including lawns, trees, shrubs and ground cover beds, sidewalks, courtyards, and parking areas within the boundaries of the project site listed below.

COST BREAK DOWN:

Yearly Contract: \$9,816.00

Monthly Contract: \$818.00

The terms and conditions, client estimate data sheet, and scope of service form an integral part of this agreement. The **CLIENT** hereby acknowledges that they have read and agree to the terms set forth by the contents thereof.

PROJECT SITE: Carlton House

EFFECTIVE DATE: TBA

Tropical Landscape Maintenance
1736 Corporate Drive
Boynton Beach, FL 33426

EXPIRATION DATE: TBA

CLIENT: Carlton House HOA
2701 S. Ocean Blvd
Highland Beach, FL 33487

Signed:

Name: Gregory Lewis
President

Date:

Signed:

Name:

Date:

Client Estimate Data

Contract Parties

Tropical Landscape Maintenance

Address: 1736 Corporate Drive
City/State: Boynton Beach, FL
Zip Code: 33426
Phone: 561.479.8283
Fax: 305.913.2204
Contact: Gregory Lewis
Title: President

Client: Carlton House HOA
Address: 2701 S. Ocean Blvd
City/State: Highland Beach, FL
Zip Code: 33487
Phone: 954.464.8160
Email: egoldman@castlegroup.com
Contact: Elissa Goldman
Title: Property Manager

Contract Costs and Duration

Annual \$9,816.00
Monthly \$818.00
One Time Clean Up N/A
Hourly Irrigation Repairs \$70.00

Effective Date TBA
Expiration Date TBA

Contract Terms

Service	Annual	Inc./Opt./N.A.	Unit Cost	Annual Cost
Cuts	30	Included	\$327.20	\$9,816.00
Trims (up to 10' height)	12	Included		
			Total:	\$9,816.00

Additional Comments:

Separate estimate to be provided for Trimming of beach plants and South Hedge

Scope of Service

Lawns:

Cutting will be done with newly sharpened blades set no lower than three (3) inches above soil level. All sod borders will be edged, blown, and cleaned up with each cut, to maintain a neat and clean appearance at all times throughout the year.

Shrubs and Ground-cover Beds:

All shrubs will be pruned on an as needed basis to maintain a naturalistic form and encourage proper growth habits. Trimming will be performed a minimum of twelve (12) times yearly up to a 10' height. All plants will be trimmed at a reasonable clearance from walkways, A/C units and off of the buildings. All clippings and garden debris will be cleaned and carted away after each cutting.

Weed Control:

Pre and Post emergent herbicides will be utilized to control weeds in shrub beds, sidewalk cracks, and parking areas every 30 days.

Trees:

All trees will be pruned to maintain a trunk of twelve (12') feet (Palms) & eight (8') feet (hardwoods) clear from the ground, for liability purposes, on a monthly basis.

Tree Trim Option:

Trees will be pruned to open canopies, remove dead or improper branching, and promote proper growth. Tree surgery and stump grinding are available as an additional service.

Clean Up:

A visual check for cans, bottles, paper, and debris will be made by **Tropical Landscape Maintenance** before each cutting and removed as needed. Extreme dumping violations would require an additional clean up charge. All paved areas will be cleaned at each service visit and debris removed same day (with exception of rain-out).

Uniforms:

Tropical Landscape Maintenance will provide uniformed, trained personnel at all times.

Irrigation:

All damages caused to the irrigation system by **Tropical Landscape Maintenance**, will be repaired by same, at NO cost to the **CLIENT**. A visual inspection will be made after each cutting and we will immediately notify management of any irrigation problems recognized during service visits.

Irrigation Quality Checks Option:

Inspection of irrigation system zone by zone.

- Repair damaged or broken sprinkler heads and risers (Parts to be charged, unless damaged by **Tropical Landscape Maintenance**).
- Clean and adjust heads to insure proper coverage.
- Inspect and adjust control valves (Valve repairs additional charge)
- Locate and repair any broken PVC pipes.
- Inspect and adjust clocks/controllers according to seasonal requirements or imposed restrictions.
- Inspect pump station for proper operations (Repairs to pump additional charge).

Materials used during the maintenance will be listed on the service bill. Any pumps, clocks, control valves, control wires, or intake lines that are not in working order, will be reported to management along with an estimate for repairs.

The monthly service does not include revamps or upgrades. Estimates will be provided for these charges.

The monthly service does not include emergency service calls to the property. There will be a charge of \$75.00 per hour for labor and additional charges for parts on such service calls.

Fertilization Option:

All turf areas shall be fertilized in one of the following granular forms:

- 16-4-8 ratio of Nitrogen, Potash, and Phosphate
- 24-5-11 ratio of Nitrogen, Potash and Phosphate
- 22-0-11 ratio of Nitrogen, Potash and Phosphate with 1.05% atrazine (Weed and Feed)

Palms and shrubs will receive industry specified formulas standard to the trade to maintain lush healthy growth.

Insecticide/Fungicide Option:

Chemical application will be applied to standard industry and governmental regulations and specifications.

Terms and Conditions

I. Insurance and License:

Tropical Landscape Maintenance, Inc. will maintain the following insurance coverages and limits:

- (a) Workmen's Compensation with Statutory limits
- (b) Commercial vehicle liability
- (c) Completed operations and product liability with limits to \$2,000,000

Tropical Landscape Maintenance agrees to comply with all rules and regulations of any governmental, administrative or regulatory body under whose jurisdiction the work under this agreement falls. A Certificate of Insurance will be provided upon request.

II. Delay in Performance

Neither party shall be responsible for damage and/or delay in performance resulting from lightning, wind storms, hurricanes, drought or acts of God. Any clean up required in connection with the foregoing will result in additional charges paid by the **CLIENT** for the additional work involved.

III. Billing and Payment

CLIENT understands that, for convenience, the annual contract amount has been spread over a twelve (12) month period, and that individual monthly billings do not reflect the fluctuating costs of service. Payment is due on the due date indicated on the invoice. Payment must be received within 10 days of the due date to avoid late charges. **Tropical Landscape Maintenance** reserves the right to impose a service charge of 5% per month on past due balances and/or suspend service until the account is brought current. Should it become necessary for **Tropical Landscape Maintenance** to bring action for collection of moneys due, owing under this agreement, **CLIENT** agrees to pay collection costs including, but not limited to, reasonable attorney's fees (including those on appeal) and court costs, and all other expenses incurred by **Tropical Landscape Maintenance** resulting from such collection action.

IV. Other Contractors

Tropical Landscape Maintenance will not be responsible for landscape, sod, or irrigation installed by other contractors if installed in an unprofessional or improper manner.

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GUARANTEE OF PERFORMANCE

Tropical Landscape Maintenance guarantees that you will be totally satisfied with the service provided by our professional landscape maintenance management program. If for any reason you are not completely pleased with our service, notify us in writing. If we cannot rectify your dissatisfaction within 30 days, you may, by remitting all charges then due, cancel your agreement immediately. Unless written notice of cancellation is received, the contract will automatically renew, after the annual expiration date.

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Client Reference List

Admirals Walk Condominium

Boca Raton, FL
Contact: Daniel Gonzalez
Phone: 561.392.9034
Length of Service: 8 years
Property Description: Condominium - 8 acres

Mutual of America

Boca Raton, FL
Contact: John Terwelliger
Phone: 561.241.4000
Length of Service: 12 Years
Property Description: Commercial Property - 11 Acres

Woodbriar HOA

Boca Raton, FL
Contact: Arnold Alhert
Phone: 561.392.4899
Length of Service: 4 Years
Property Description: Townhouses - 6 Acres

Delray Harbor Club HOA

Delray Beach, FL
Contact: Trisha Webb
Phone: 561.847.6167
Length of Service: 3 Years
Property Description: Condo Association - 10 Acres