

Pinnacle Lawn & Landscape Service, Inc.

Fairways at Herons Glen

Fort Myers, Fl.

STATEMENT OF WORK

ORNAMENTALS & PALMS

** Shrubs, hedges, and ornamental plants will be pruned (8) times to maintain both a beautiful and healthy appearance. Each shrub will be trimmed as needed determined by the landscaper to maintain the health and longevity of the plant. Not every shrub will need to be trimmed during every scheduled pruning, it will depend on the organism and its seasonal growth rate. This decision will be left up to the landscaper at the time of trimming.

** Palm trees under 14' (Overall Height) will be trimmed to remove dead frons and seed pods for a healthy and aesthetically pleasing appearance.

FERTILIZER

** Fertilizer shall be applied to all turf areas (4) times per year providing about 1-2 pounds of nitrogen per 1000 sq. ft. per year. The formulation will be changed according to your seasonal requirements.

** Palms and ornamentals will be done (4) times a year along with the turf treatments. The formulation will be changed according to your seasonal requirements.

PEST CONTROL

** Insect Control will be provided for both the turf and ornamentals. Entire turf will be treated (6) times/year.

****Grub treatment will be included** Applied May and September**

**Any other treatments will be done on an as needed basis determined by the contractor after a turf inspection at the contractor's expense. The treatments will be provided in order to keep the turf and ornamentals healthy and mostly free of harmful insects. There are no guarantees that the products that are currently available to our industry will keep the turf free of all insects. We will do the best that we can with the products that are available to us on the market at the time. With regards to the sugar cane grub, it is a very difficult insect to control in the turf and we will use the best product that is available at the time on the market.

WEED CONTROL

** Flowerbeds and ornamental plant beds will be treated with herbicides to keep them mostly weed free. Additionally, a preventative weed treatment will be applied to all flower beds during trimming visits in order to maintain a clean appearance. Driveways will be sprayed once per month for weeds.

**Weeds in turf will be treated (2) times per year in the cooler months when temperatures during the day do not exceed 80 degrees. This weed control will kill most broadleaf weeds. Weeds such as Bermuda Grass and Crab Grass are almost impossible to control as they are highly invasive in a sub-tropical environment such as southwest Florida and no available herbicides currently selectively will target them without damaging the current turf. If something becomes available we will be more than happy to use that product as long as it fits the legal industry standards.

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CONDITIONS OF AGREEMENT

This AGREEMENT is to state the terms and conditions under which Pinnacle Landscape Inc. will provide Landscape Maintenance for the homeowner and/or association as detailed herein. Also, note that the above stated quantities of visits are based on approximations and are subject to change at the discretions of the landscape contractor due to seasonal weather patterns and the health of the organisms. Also, the application of any pesticide, herbicide, or fungicide treatments may be performed by a licensed third party vendor.

MONTHLY INVOICES

Statements will be submitted by Pinnacle Lawn and Landscape Service to Owner by the 1st day of each month. Payment is due and payable in full within 30 days thereafter. A late fee of 1 ½% will be added to the balances after 30 days and continue to accrue and additional fee of 1 ½ % every thirty (30) days.

In the event of payment is not made by Owner, Pinnacle Lawn and Landscape Service shall be entitled recovery of outstanding fees plus reasonable attorney fees incurred in the collection process, including appellate proceedings and all reasonable costs of collections.

Pinnacle Landscape Inc. reserves the right to discontinue services immediately and without notice due to late or unpaid bills.

Pinnacle Landscape Inc. reserves the right to determine the exact day and time that work will be performed. *"within approved/allowable Herons Glen HOA work hours and work days (Monday – Saturday, 7 am – 7 pm)."*

If contractor falls below acceptable industry standards in its performance of the items in any of the acceptable schedules, owner shall notify the contractor in writing by certified mail, return receipt, of each specified deficiency. Then contractor shall have fifteen (15) days in which to remedy specified deficiencies. If stated deficiencies are not remedied in fifteen (15) days, owner shall have the right to give contractor thirty (30) days written notice of cancellation, delivered certified mail, return receipt.

RAIN MAY DELAY NORMAL SERVICE DAY OR DELAY 24-48 HOURS.

Pinnacle Landscape Inc. will perform these services as an independent contractor and in a reasonable manner. It will provide labor and equipment to perform the work as outlined in the Statement of Work. All work will be performed in a professional manner. We may employ sub-contractors.

Pinnacle Landscape Inc. will NOT be responsible for damages due to the improper installation of Irrigation pipes, wire, cable etc. which are not installed deeper than 6" below ground level near edging surfaces in beds and along cement edges.

Pinnacle Landscape Inc. will NOT be responsible for personal items left on the lawn.

Pinnacle Landscape Inc. does NOT act as an agent of the Property Manager or Owner.

Pinnacle Landscape Inc. will replace or pay for any damages or injuries due to neglect or mowing service activity directly related to Pinnacle Landscape Inc. example improper herbicide treatment.

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Pinnacle Landscape Inc. is NOT responsible for damage or delays caused by acts of God, Vandalism, Sabotage or Events and Operations which are not under our control.

STORM DAMAGES & DEBRIS from acts of God (drought, hurricanes, heavy winds, tornadoes, freezes and other acts of nature are not the responsibility of Pinnacle Landscape Inc.

Pinnacle Lawn and Landscape Inc. will at Owner's request provide a written estimate of cost to clean-up such damage. If Owner does not wish to pay the extra charges they may make other arrangements. BUT, this debris (palm fronds & excessive litter) must be removed BEFORE the next service visit.

Any additional treatments or work not listed in this contract will be considered extra work and will be billed accordingly.

LIABILITY: The parties agree that Pinnacle Landscape Inc. is an independent contractor and the Meadows shall have no liability due to injury to Pinnacle or Pinnacle's agents or employees, unless such injury was caused by or in part by the Meadows negligence. It is further agreed that Pinnacle shall not be liable for any damage, loss or injury of any kind whatsoever that was not caused directly by the gross negligence of Pinnacle, its agents or employees.

INSURANCE: Throughout the term of this agreement, Pinnacle shall maintain all required insurance, as required by the State of Florida, of the following: Worker's Compensation Insurance, General Liability Insurance, Auto Liability Insurance. Pinnacle shall have Waiver of Subrogation Workers Compensation, Blanket Additional Insured and Blanket Liability of Waiver Subrogation.

LICENSE: Pinnacle shall, at all times during the term of this agreement maintain all necessary and appropriate governmental licenses to do landscape maintenance, landscape installation and pest control in the State of Florida.

**Pinnacle Lawn and Landscape Service, Inc.
P.O. Box 511083
Punta Gorda, FL 33951
Phone: (941) 769-1268
Email: toby@pinnaclelandscapefl.com**

**Federal Tax EIN # 65-1066630
Charlotte County Occ. License # AAA1200096
Lee County Occ. License #1701538
State Agriculture Dealer's License # 116641
General Liability Insurance
Workers Compensation Insurance
Commercial Vehicle Insurance**

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AMOUNT OF PAYMENT shall be per month: Any additional, requested or custom work will be billed separately.

Annual Cost \$ 41,760.00

Shrub Trimming:

Insect and disease control:

Palms Over 15 Ft: \$25 per palm

Mulch: 40 (3) cubic ft bags of brown mulch per unit @ \$4.75 per bag

Monthly Cost Total : \$ 3,480.00

Shrub Trimming:

Insect and disease control:

Palms Over 15 Ft: \$25 per palm

ACCEPTANCE OF PROPOSAL

** This AGREEMENT shall commence on (3-1-2017) and remain in effect for the period of two years or until the contract is terminated as described below.

** Prices, specifications and conditions are satisfactory and are hereby accepted.

** You are authorized to do work as specified in this agreement.

** Payment will be made as outlined above.

** Either party may terminate this agreement with a 60-day written notice. Each additional visit maybe subject to additional cost.

** This proposal is valid for a period of 60 days after presentation.

** Additions and changes to the property's landscape design after this agreement is in place may affect the MONTHLY CHARGE.

** Unless notified in writing, by either party, Sixty (60) days prior to the expiration date, this contract will automatically renew under the same specifications with a 3% price increase.

For Pinnacle Lawn and Landscape Service, Inc. (contractor)

Name: Toby St.Pierre

Date: 2-2-2017

Signature: _____

Title: President

For the Homeowner Association/ Management

Name: _____

Date: _____

Signature: _____

Authorized Property Agent

Initial