

Down To Earth Lawn and Property Maintenance 12735 69th Street North Royal Palm Beach Florida 34412 561-358-7564 fax 561-7S3-8166 or 3S2-861-7030

November 10, 2023

Pine Ridge Homeowners Association 13751 Oneida Drive Delray Beach, Fl

This agreement as entered by and between Pine Ridge Homeowners Association (hereinafter referred to as "Customer') and Down To Earth Lawn and Property Maintenance (hereinafter called "Contractor").

This proposal constitutes the entire agreement between Association and Contractor and any changes or modifications of any kind or nature, must be in writing, executed by the parties with the same formality as within the agreement.

A. Turf Maintenance

- 1. Entire property area to be inspected for all types of debris such as palm fronds, fallen limbs, trash, low hanging obstructions and any other challenging area prior to mowing.
- 2. Mowing of turf area to be completed, 36 cuts as follows:
 - 4 times per month Maythrough October
 - 2 times per month November through April
- 3. All turf areas not accessible to mowers will be trimmed with appropriate equipment.

B. Shrubbery and Ornamental Plants

- 1. Shrubs will be trimmed and/or pruned to maintain and preserve a neat and natural appearance each month. This only includes plants put in by the developer.
- 2. Mailboxes with red reflectors means stay out do not trim.

C. <u>Debris Control</u>

1. Debris shall be removed immediately after work has been completed. If work is not completed on the same day, debris will be removed before Contractor's workers leave the property.

2. Blowing off all walk and driveway areas and back patios will be done at time of mowing and trimming activities to ensure that no homeowners

will have debris in these areas for an excessive period of time.

D. Maintenance or repair request

The contractor will provide personnel to accomplish request supplied by the Board. This activity to be approved by Board President and/or Chairman of the landscape committee, and then the request will be carried out by the Contractor.

E. Miscellaneous Items

1. The contractor will dispose of all debris off the premises.

2. Any repairs or extra work necessary due to hurricanes, floods, storms, Lightening or other "acts of God" are not covered under this contract.

3. The contractor shall have 48 hours in which to correct any unsatisfactory work.

4. Contractor agrees to have workers Compensation and liability insurance as set forth by law or by contract

5. The contractor will not be responsible for any damage to screens, buildings, personal property etc. caused from rocks, or mulch materials that are not contained in any or all bed areas, by some form of edging or protective material.

6. If Contractor is required to edge any back patios or walkways in rear of homes a charge of \$5.00 per home will be charged. (Note) Contractor will not be responsible for any damage to any areas covered with tile or decorative materials.

Appendix

- 1. The contractor will inspect property and notify a Board Member of any problems which may exist such as fungus, insects, chinch bugs etc.
- 2. Contractor will address all work orders by written request only from the Landscape Committee.

Terms of this agreement

The terms of this agreement shall be for a period from January 1, 2024, to December 31, 2024. This agreement shall automatically be renewed from year to year unless notice is given by either party terminating the agreement at least 60 days prior to the expiration of the term hereof.

This agreement may be terminated by either party upon 60 days' written notice by either party at any time during the term of the contract.

General Specifications

- 1. Contractor shall furnish copy of certificate of liability insurance to Association.
- 2. The contractor intends to perform all listed services as agreed herein. However, when work cannot be completed as scheduled due to inclement weather or for any other reasons beyond our control, we reserve the right to perform services at the earliest possible date.
- 3. The rate for all listed services shall be \$7,500.00 per month, \$90,000.00 per year.
- 4. Payment for services rendered is due by the 10th of the month for the previous month. If legal action is required to collect sums due under this agreement, the non-prevailing party agrees to pay all costs of collection, including reasonable attorney's fees.
- 5. \$6,000.00 per year for perimeter grass areas.

Approved by HOA President	Tol Heitur		
Contractor Ro	obert W Smith	2 tuxted	
Date			



DIND TO FACILITY I AND PROJECTS ATMINISTRATION

12735 69Th Street North Royal Palm Beach Pl. 33412 561-358-7564 Fax 561-753-8166

November 10, 2023

As requested by Board members of Pine Ridge of Delray Homeowners Association

Proposal to repair or replace any damaged mailbox post. \$106.00 per post.

Price to include removal of old post, install, paint and reinstalling new post, which will include a 6-inch PVC collar. Reinstall old mailbox or new one (to be supplied by homeowner)

If new numbers are needed there would be an additional expense.

Robert W Smith Down To Earth