

Down To Earth Lawn and Property Maintenance

**12735 69th Street North**

**Royal Palm Beach Florida 34412**

**561-358-7564 fax 561-753-8166 or 352-861-7030**

**November 10, 2023**

**Pine Ridge Master Association**

13751 Oneida Drive Delray Beach, FL

This agreement as entered into by and between **Pine Ridge Master 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.

• **Turf Maintenance**

- 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.
- Mowing of turf area will be 36 cuts to be completed as follows:
  - 4 times per month May through October
  - 2 times per month November through April
- All turf areas not accessible to mowers will be trimmed with appropriate

equipment.

- **Shrubbery and Ornamental Plants**

- Shrubs will be trimmed and/or pruned to maintain and preserve a neat and natural appearance each month. Includes privacy hedges around electrical boxes.

AND

- **Debris Control**

1. Debris generated by Contractor only 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 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.

**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 only and then the request will be carried out by the Contractor.

**E. Miscellaneous Items**

1. Contractor will dispose of all debris off premises.

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

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

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

- 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 within the beds with a form of edging or protective material.

**Appendix**

- The contractor will inspect property and notify the Board of any problems which may exist such as fungus, insects, chinch bugs etc.

- Contractor will address all work orders by written request only from the Board President.

**Terms of this agreement**

The terms of this agreement shall be 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

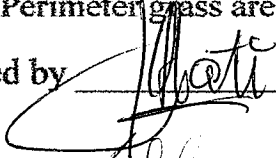
expiration of the term hereof.

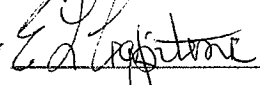
This agreement may be terminated by either party upon a 60-day ' written notice by either party at any time during the term of the contract.

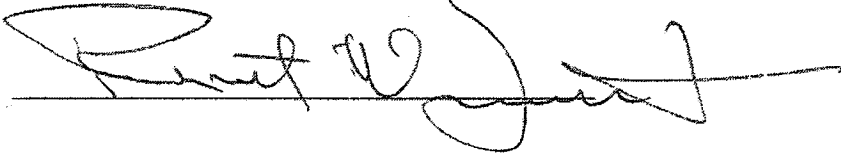
The Association agrees to cooperate fully in permitting the Contractor to render the services as provided for herein and the Contractor shall cooperate fully with the Association in the rendition of the services on the said premises. Contractor shall notify Customer of any irregularities that may occur when Contractor's personnel are on the premises.

**General Specifications**

- Contractor shall furnish copy of certificate of liability insurance to Association.
  - 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 as soon as possible.
  - The rate for all listed services shall be \$2,800.00 per month, \$33,600.00 per year.
  - Payment for services rendered is due by the 10<sup>th</sup> 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. The perimeter hedge is \$2800.00 per year. \$700 per cut every three Months. Perimeter grass area is \$3600.00 per year, \$100.00 per cut.

Approved by  Position PRESIDENT

Approved by  Position Vice President

Contractor Robert W Smith 

Date 12/12/2023