



Blue Cypress Golf and RV Resort

13801 Hwy 441 SE Lot #228

Okeechobee, FL 34974

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This agreement is hereby made and entered into on this 1<sup>ST</sup> day of JAN, ~~2023~~ <sup>2024</sup> by and between Blue Cypress and RV Resort thereafter referred to as the Client and Nunez Lawn Care and Landscaping, Inc., hereinafter referred to as the Contractor.

The contractor agrees to provide the below-listed services commencing on the 1<sup>ST</sup> day of JAN, ~~2023~~ <sup>2024</sup>.

Approximately 36 Weekly Apr. 1st - Oct. 31st., Biweekly Nov. 1st - March 31st.

Lawn maintenance services for three years shall be provided, weather and conditions permitting. Upon signature, this contract is valid for **three years**.

## **MONTHLY MAINTENANCE PROGRAM**

- **POWER MOWING** of the turf areas weekly during growing season and as required during dormant months using sharp blades at the 3"- 4" required mowing height.
- **POWER EDGING**, minimally once a month; of all hard surface areas, roadways, sidewalks, curbs, and drainage areas to enhance aesthetic appeal.
- **POWER WEED-EATING** in areas inaccessible to mowers and around signs, posts, utilities, etc. and down to the water's edge of retention ponds at mowing heights.
- **CLEAN UP** of all contractors caused by debris from each service required from sidewalks, roads, shrub beds, and trees. This includes trash removal caused by customers.
- **BLOWING** off of all sidewalks, road entrances, and parking lots after each cut.
- **SPRAYING AROUND SKIRTING AREAS** herbicide will be used for an additional fee of \$15 per unit, each applicant at home owner or HOA's expense. THIS IS TO PROTECT SKIRTING AN MINIMIZE DAMAGE.
- **INSPECTION** any damage prior to Nunez Lawncare & Landscaping Inc taking over, will not be our responsibility. We will perform a monthly inspection with the board or a member of Blue Cypress Golf & RV Resort to assure service quality.

## **OPTIONAL SERVICES**

- **FLOWER AND MULCHING** mulch is to be applied at 1" depth to all mulch beds twice yearly. All flowers to be supplied through work orders. *Proposals upon request.*
- **HIGH TREE TRIMMING OVER** 14' trimming of tree limbs greater than 14' height to be requested via work order. Proposal upon request.
- **LANDSCAPE INSTALLATIONS** Any additional landscape installations to be submitted via work order. Proposal upon request.
- **IRRIGATION UPGRADE TO MORE EFFICIENT IRRIGATION SYSTEMS** to increase efficiency of watering turf, plants, and trees. These upgrades would include smart sensors, smart controls, and smart link applications. These items take the guesswork out of scheduling and take into account more than just rainfall through a rain sensor. Costs vary depending on type of system. Proposal upon request.
- **PALM TRIMMING** all low palm branches and canopies to be trimmed within reach of a standard pole saw (up to 14') and lower tree branches (up to 8') to maintain clearance for pedestrian and vehicular traffic. Includes removal of dead/dying fronds and seeds. This service does not replace the need for yearly tree maintenance, if the tree

maintenance is neglected and canopies start to drop. THE CONTRACTOR will not be responsible.

- **INTEGRATED PEST MANAGEMENT** will be performed 12 times per year. IPM Pest Control practices will be performed where only infested areas will be treated as needed with monthly inspections to be performed throughout the year. Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. Granular and liquid chemicals are used to treat Chinch bugs, sod web worms, army worms, mole crickets and billbugs in lawns. Shrub insect control included. Inspected and treated for Aphids, Scale, Caterpillars, Spider mites, Mealy bugs, Lace bugs and also for diseases such as Cercosporin leaf spots, Powdery mildew and Alternaria. (Extra per month) Whitefly and Spiraling Whitefly treatments are not included in this contract, but services are available at an additional charge.
- **WEED CONTROL / FERTILIZER** the new sod to control and eliminate potential weeds in the grass (WEED AND FEED).
- **IRRIGATION MONITORING** to include running the system once a month if needed. A visual inspection will be done at every service. If any problems are seen, then a manager will be contacted.
- **TRIMMING** of all bushes, shrubs, hedges and plants up to 8' tall to be performed once a month.
- **FERTILIZATION** all turf to be fertilized three times per year using three pounds of Nitrogen per 1000 square feet per year. One of the turf fertilizations will be weed and feed applied in the Spring season. Fertilizer used will be top grade 16-4-8 or seasonal equivalent with ground covers to be fertilized three times per year using granular 13-3-13 or equivalent.
- **TRASH REMOVAL** from flower beds, sidewalks and parking lot areas during every service.

### **CONTRACTOR RESPONSIBILITIES**

- **THE CONTRACTOR** will *not* be responsible for damage caused by soil borne diseases, fungus, nematodes or any other problem not outlined in this contract.
- **POWER PRUNING** of all shrubs 7' and under. Diseased or shrubs in bloom shall not be pruned.
- **WEED CONTROL** in shrub beds, sidewalks, fence lines and roads by chemical, manual or mechanical means.

- **THE CONTRACTOR** will *not* be responsible for damage resulting from unusually excessive rain, lightning, windstorms, hurricanes, or other acts of nature. Any clean up due to these circumstances will result in additional charges.
- **THE CONTRACTOR** will be responsible for all damages to the sprinkler system as a direct result from our work, provided that the sprinkler system is properly installed. This includes all turf heads buried at ground level, all lines buried at minimum of 4", and all pumps and equipment are located in areas away from landscape materials.
- **THE CONTRACTOR** will *not* be responsible for any damage existing prior to this contract.

### **TERMS AND CANCELLATION**

This agreement is valid for a 3 years and takes effect immediately and will continue until terminated by either party by submitting a 30-day written notice. If Client fails to cancel service prior to thirty days (30) before the next scheduled service, one month's regular service charge will be assessed.

Any repairs or extra work necessary due to hurricanes, tropical storms, heavy winds, floods, lightning storms, excessive rain, drought, freeze or other acts of nature shall not be covered under this contract. There shall be no change in this contract unless in written, form executed by both parties.

### **DAMAGES**

Any damage due to the negligence of the Contractor shall be repaired or replaced at the Contractor's expense. Any damage the Client believes is the responsibility of the Contractor must be brought to the Contractor's attention within 48 hours after the services are completed. Repairs will be made by the Contractor or the Contractor's representative. The Contractor will not reimburse the Client for unauthorized repairs, nor shall there be any setoffs deducted from the monthly billing by the Client.

Consideration for the above listed services shall be billed to client by the 1<sup>st</sup> of every month. Invoicing is sent via email, you may also mail your payment to 3650 SE 36<sup>th</sup> Ave. Okeechobee, FL 34974. By signing, client agrees to the following:

**Monthly Maintenance Package (\$5,432.50) Annual Pricing (\$65,190)**

Accepted by: Blue Cypress Golf & Resort \_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name) (Signature) Title: \_\_\_\_\_

Accepted by: William Forrest \_\_\_\_\_ Date: 8-15-23  
(Print Name) (Signature) Title: V.P. BOJ

**Blue Cypress Golf and RV Resort**

Accepted by: Mario Nunez \_\_\_\_\_ Date: 8/3/2023  
(Print Name) (Signature)

**Nunez Lawn Care and Landscaping, Inc.**