

LUIS GARCIA LAND SERVICE CO
16825 NW 124 Avenue
Miami, Fl 33018
Off 305-685-3286
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Email: DenysLuis@aol.com

LANDSCAPE MAINTENANCE AGREEMENT



Contract prepared for: King Court
8600 SW 113 PL
Miami, FL 33173

*This Agreement is made and entered on the 27 day of August, 2024.
By and between King Court (hereinafter referred to as "Owner") and
Luis Garcia Land Service, Co. a Florida Corporation, (herein referred to as "Contractor").
Owner and Contractor hereby agree as follows:*

*1. **Scope of Work.** - Contractor shall furnish all labor, materials, equipment and horticultural supervision to maintain the landscaping in an attractive condition throughout the year, according to the provisions stated in this agreement, at the following location:
8600 S. W. 113 PL, Miami, FL 33173*

*2. **Term of Agreement** - the agreement shall be for a term of two (2) years, commencing on the day _____ of _____, 2024.*

3. Services at Common areas included:

- a) **Cleaning:** Remove of all trash of the property after mowing.*
- b) **Mowing:** All turf areas shall be mowed using standard rotary type mowers. We provide a high quality cut as all mower blades are sharpened daily. Grass will be cut to a level of 3" high on every service.*
- c) **Edging:** All sidewalks and other paved areas will be edged along the grass line on every service.*
- d) **Weed eating:** All areas that cannot be trimmed with mowers will be cut with string trimmers.*
- e) **Blowing:** All paved areas will be blown clean of debris at the end of each service to maintain a clean attractive appearance.*
- f) **Tree Trimming:** Aesthetic pruning of trees shall consist of removal of dead and or broken branches up to 7' as often as needed to have trees appear neat and orderly at all time.*
- g) **Hedges / Shrub / Groundcover Trimming:** Hedges, Shrub and groundcover tall shall be pruned to either retain an attractive natural form or only where specifically designated a precise formal shape.*
- h) **Weed Control at Common areas:** Weeds will be removed from all common areas as needed.*

i) **Frequency of Lawn maintenance** – Lawn maintenance services will be performed twenty-six (26) times at common areas according to the following schedule for a period of two (2) years:

Month	Descriptions	Price	Total
January	Two maintenance cuts	\$2,175.00	\$4,350.00
February	Two maintenance cuts	\$2,175.00	\$4,350.00
March	Two maintenance cuts	\$2,175.00	\$4,350.00
April	Two maintenance cuts	\$2,175.00	\$4,350.00
May	Three maintenance cuts	\$2,175.00	\$6,525.00
June	Three maintenance cuts	\$2,175.00	\$6,525.00
July	Two maintenance cuts	\$2,175.00	\$4,350.00
August	Two maintenance cuts	\$2,175.00	\$4,350.00
September	Two maintenance cuts	\$2,175.00	\$4,350.00
October	Two maintenance cuts	\$2,175.00	\$4,350.00
November	Two maintenance cuts	\$2,175.00	\$4,350.00
December	Two maintenance cuts	\$2,175.00	\$4,350.00
26 Cuts per years @ \$2,175.00 per Cut - Total per year <u>\$ 56,550.00</u>			

4. **Irrigation System** - Contractor shall check the sprinkler system twelve (12) times per year to ensure that the system is in good working condition. Contractor shall make minor repairs to the irrigation System. Minor repairs (defined as repairs that can be repaired in less than 30 minutes of labor) shall not include the cost of the irrigation system parts, which are to be paid by the Owner. All other repairs to the irrigation system shall be evaluated and cost estimated.

Total Cost: \$875.00

Total Cost per year: \$10,500.00

5. **Invoices** - Contractor will provide invoices on monthly basis. If Contractor's fees for any service remains unpaid more than 30 days after said service was performed, Contractor may, at its option, refuse to perform the next service until all unpaid services have been paid in full, and then upon payment, Contractor shall not be obligated to perform another service until the next regularly scheduled service for Owner is due.

6. **Contractor's Work Force** - Contractor's work force shall be properly attired in recognizable uniforms at all times and conduct themselves and perform their work in a professional manner. The Contractor shall at times have competent field supervision on the property to enforce strict adherence to these polices. Contractor shall comply with OSHA safety rules and regulations in operation of equipment and performance of his work. Maintenance vehicles and equipment shall be located out of the way of mainstream pedestrian and vehicular traffic allowing the Contractor's presence to be as inconspicuous as possible. Contractor's representative shall be knowledgeable in accepted horticultural principles and experienced in landscape maintenance.

7. Additional Work Not Included in this Agreement - Contractor's shall furnish owner with an estimate in writing for any additional work, which may be required or requested during the duration of this contract.

8. Renewal - This agreement shall be for a term of one (1) year and will be automatically renewed for one (1) successive years the end of period unless party timely serve written notice upon the other party of its intention to cancel at least thirty (30) days before the end of one (1) year period or thirty (30) days before end of any subsequent one (1) year renewal period.

9. Disputes - In any litigation between the parties arising out of this agreement, the parties agree that exclusive venue therefore shall lie in Miami-Dade County, Florida and that the prevailing party shall be entitled to recover all cost incurred, including reasonable attorney fees.

10. Notices - All notices required under this contract shall be by hand delivery, overnight mail service or by certified mail to the following addresses: I would add that the notices need to be sent Certified Return Receipt Requested or an overnight mail service with signature verification required.

Contractor
 Luis Garcia Land Service, Co
 16825 NW 124 Ave
 Hialeah, Fl 33018
 (305)685 3286

Owner:
King Court
 (Name of Owner)

 (mailing address)

 (City, State, Zip code)

11. Termination - Owner may terminate this contract with good cause at any time by giving written notice to Contractor, In such event, Owner shall pay work already performed prior to contractor receipt of notice in full. If this contract is terminated by Owner without good cause, Owner shall be responsible and obligated to pay for the reminder of the entire effective contract for that year, as agreed and liquidated damages, and regardless of whether landscape services are performed after notice is given.

12. Damage to Owner's Property - Contractor shall be responsible for repair of any damage to sprinkler systems, air conditioning PVC pipes, units or conduits, buildings, walks, paving, trees, plants, or property (including that of community and residents) caused by contractor in the execution of his work. Contractor shall promptly notify owners on-site Manager of any damage caused during execution of its work and such damage shall be so noted in the owner's on-site Maintenance log. Repairs shall be made in a manner mutually agreed upon by owner and contractor with all costs for such repairs to be responsibility of the contractor.

13. **Red Mulch** - Decorative red mulch shall be performed at a mutually agreed price. The Contractor must present a written proposal to the Owner, And The Contractor needs the Owner's approval prior to perform the service.

14. **Seasonal Planting Service** - Planting services are not included in the price or description of services provided by this Agreement. Contractor will provide planting services at seasonal times for additional fees when agreed to in writing: Plant selections: Impatiens, Sunpatiens, Pentads, Begonias, Coleus, or other comparable annuals. The Contractor must present a written proposal to the Owner and must specify what kind of plant, how many and its cost. The Contractor needs the Owner's approval prior to perform the service.

15. **Insurance** - Owner fully understands that Contractor is an independent contractor and will provide workman's Compensation, Unemployment insurance, Contractor's Liability and any other insurance required by law. Certificates of insurance shall be provided upon request. All work shall be done in accordance with requirements set by City, County, State and Federal codes, ordinances and regulations.

16. **Acceptance** - This agreement constitutes the entire understanding of the parties and supersedes any prior proposals, understanding, or agreements.

Luis Garcia Land Service, Co.

By: _____
Title

Date: _____, 2024

King Court

By: _____
Title

Date: _____, 2024

Note:

- Luis Garcia Land service, also offered, Fertilization, Pest Control, Landscape renovations, Grass and soil replacements, Major Tree and Palms pruning and Cleaning property due to Hurricane. These services will be performed upon request.
- Our company has a Certified Arborist and Certified Pest Control Operator.

We thank you for giving us the opportunity to place a bid.