

Contract Agreement

This agreement made this 1st day of August, 2018 (with revision) 17th day of April, 2019 by and between RLC Landscaping Company, hereinafter referred to as "Contractor" and Overlook at Parkside HOA hereinafter referred to as "Purchaser".

Whereas Contractor is in the business of providing landscape and irrigation maintenance services, and Whereas Purchaser desires to retain the services of Contractor in connection with care and maintenance of its common areas and facilities. Now therefore, in consideration of the promises and mutual covenants herein, the parties agree to the following:

Article 1 - SCOPE OF WORK

- 1.1 Contractor shall perform the services, provide materials, transportation, and furnish all equipment to comply with the duties and specifications of this agreement as set forth in the specifications which are attached and part of this agreement.
- 1.2 Contractor shall provide qualified personnel who have been trained and instructed to execute services under this contract both safely and efficiently.
- 1.3 Contractor shall designate a responsible supervisor who will continually monitor the quality of workmanship. Account manager to visit the property weekly for inspection.
- 1.4 The schedule of work hours for the accomplishment of maintenance services as detailed within this contract shall be as required to provide a high level of quality. Work around buildings and residential units shall not begin before 7:00am during weekdays. No Sunday work permitted unless by emergency.
- 1.5 All work requests should be given in writing and as far in advance as possible to allow contractor to plan the work schedule.
- 1.6 Any *emergency* in which Contractor must be contacted immediately can be handled by calling (407) 366-5629. Our phones are answered 24 hours a day, 7 days a week.

Article 2 - TERMS AND PAYMENT

- 2.1 The term of this agreement shall be for a period of *6* year(s) starting January 1, 2019. This contract will be two years at Cost Summary Sheet (see attached revisions) and will automatically renew for year 3 and 4 with an annual CPI increase unless receipt of written notification.
- 2.2 As payment for services rendered hereunder, Purchaser shall pay Contractor the total sum of amount as outlined in Cost Summary Sheet. Contractor shall furnish the purchaser with a monthly invoice, detailing services that were provided for the current billing period along with any recommendations that do not fall within the terms of the contract.
- 2.3 Each billing will be submitted to Purchaser or authorized managing agent on or around the 15th of the due month and payment is due no later than 20 days after the issue date.
- 2.4 Any repairs or additional services that both parties mutually agree upon shall be billed at an additional cost along with the monthly installment.
- 2.5 Both parties agree that this is the sole and total agreement between them, and no verbal or implied agreement shall have any validity unless same has been written into this agreement or any addendum hereto. No changes or alterations to this agreement shall be made unless both parties have agreed to the same, in written form, properly executed.
- 2.6 Both parties agree that either party may terminate this agreement upon (30) thirty days written notice, sent by mail, to the other party at the address shown in this agreement. In the event of said cause Contractor will have 10 business days to rectify the situation to the reasonable expectations of owner. Notice shall be accompanied by payment in full of all charges owed to Contractor up to that date. Contractor shall then submit a final invoice for any charges due for work performed within the final (30) thirty days.
- 2.7 Venue for any litigation or other legal proceedings in relation to this contract shall be in the State of Florida, County of Seminole. The prevailing party in any such proceeding shall be entitled to the recovery of all attorney's fees and/or costs involved in such an action or proceeding.
- 2.8 At no time shall Contractor receive or undertake services not described in this contract from any person(s) other than the appointed Management Agent, Purchaser, or Board of Directors.

jmg
Overlook Initials RLC Initials

Joseph
M Gerich

Digitally signed by Joseph
M Gerich
DN: cn=Joseph M Gerich,
o=Overlook at Parkside,
ou=President, HOA,
email=joeg99@clrr.com,
c=US
Date: 2019.04.19 11:43:28
-0400



1/1/19 - 4/30/19
 Invoiced. Then
 use 2018 Prices
 for remaining
 months in 2019

Begin
 using
 again
 In Yr.
 2020

jmg

Overlook
 Initials

RLC Initials

RLC LANDSCAPING COMPANY

Overlook at Parkside HOA

Contract Summary Sheet

Joseph
 M Gerich

Digitally signed by Joseph M
 Gerich
 DN: cn=Joseph M Gerich,
 o=Overlook at Parkside,
 ou=President, HOA,
 email=joeg99@cfl.rr.com,
 c=US
 Date: 2019.04.19 11:42:14
 -0400

	Costs Per Month In U.S. Dollars	Cost per Year In U.S. Dollars
<u>Landscape Maintenance</u> Mowing, edging, weed eating, blowing, trimming, detailing, trash pickup, etc. 52 weeks services per specs	<u>\$4,262</u>	<u>\$51,146</u>
<u>Irrigation Maintenance</u> Monthly system wide inspection. Repairs @ \$50.00 per hour	<u>\$450</u>	<u>\$5,400</u>
<u>Fertilization & Pest Control</u> 6 St Augustine Turf, 4 shrubs chemical applications	<u>\$1,389</u>	<u>\$16,662</u>
<u>Annuals</u> (4x a year) 450 Annuals @1.45 per (1x a year) 230 Poinsettias \$4.50 per	<u>\$303.75</u>	<u>\$3,645</u>
<u>Mulch</u> 350 yds of Pine Bark Mulch installed 1 time per year (Can be substituted for tree work)	<u>\$1,312.50</u>	<u>\$15,750</u>
<u>Palm Trees</u> Palms at Pool trimmed 1 time per year 3rd week of July	<u>\$31.25</u>	<u>\$375</u>
<u>Crape Myrtle</u> (2 per bldg - 120 total) Trimmed at 6' no later than March 1st	<u>\$400</u>	<u>\$4,800</u>
TOTAL GROUNDS MAINTENANCE	\$8,148	\$97,778



RLC LANDSCAPING COMPANY
 Overlook at Parkside
 2017 – 2018 Contract Summary Sheet

Initials:

jmg

Overlook

Joseph
 M Gerich

Digitally signed by Joseph M Gerich
 DN: cn=Joseph M Gerich,
 o=Overlook at Parkside,
 ou=President, HOA,
 email=joeg99@cflrr.com, c=US
 Date: 2019.04.19 11:41:35 -0400

** Use this pricing
 for May 2019 thru
 December 2019*

CE
 RLC

	Costs Per Month	Cost per Year
Landscape Maintenance <i>Mowing, edging, weed eating, blowing, trimming, detailing, trash pickup, etc.</i> 52 weeks of service	\$ 4,091.00	\$ 49,092
Irrigation Maintenance <i>Monthly full system wide inspection.</i>	\$ 391.00	\$ 4,692
Fertilization & Pest Control includes a full turf replacement warranty program <i>6 St Augustine Turf, 4 tree and shrub chemical applications</i>	\$ 1,416.00	\$ 16,992
Annuals <i>(4x a year) 450 Annuals \$1.45 per (1x a year) 230 Poinsettias \$4.50 per</i>	\$ 303.75	\$ 3,645
350 yds. Pine Bark Mulch installed 1 time per year <i>In beginning of November (1st year 2016 Only 3 months of payment will have accrued, additional amount to be invoiced at time of install would be \$11,812.50)</i>	\$ 1,312.50	\$ 15,750
Palm Trees <i>Palms at Pool trimmed 1 time per year 3rd week of July</i>	\$ 25.83	\$ 310
Crape Myrtle (2 per bldg. - 120 total) <i>Trimmed to 6' no later than March 1st</i>	\$ 400.00	\$ 4,800
Total Grounds Maintenance	\$ 7,940.08	\$ 95,280.96