

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made and entered into by and between Compare Lawn Care (hereafter referred to as the "Contractor") and The Inlets Condominium Association Inc., (hereafter referred to as the Owner) also working on behalf of the Inlets Condominium Association Inc. and the Inlets Carriage Homes Condominium Association The Owner and Contractor agree to the General Conditions and Scope of work:

1.0 GENERAL CONDITIONS:

This document constitutes the entire agreement between the parties, including all obligations of the Contractor and the Owner, as specified herein.

1.1 WORK SCOPE: The Contractor understands that this Contract covers the stipulated landscaping services for all Common Areas within The Inlets, as well as the private property of 221 single family residences, the Carriage Homes (two multi unit buildings), perimeter walls, Recreational Storage Lot, Owners lands bordering Lychee Road, and the main entrance road areas from Route 41. Contractor has visited the applicable areas of this contract, understands, and is familiar with all the areas included in this contract.

General Conditions of Landscaping Services

L. Upon submittal of bids, Contractors shall provide proof, including copies, of all applicable landscaping and pesticide application licenses and certificates deemed legal and necessary to comply with applicable regulations, ordinances and laws, for work performed in Sarasota County and the State of Florida.

2. Contractor must meet with appointed Inlets Director, designated Committee Chairperson or designated person, weekly, or as needed, to review and inspect the past weeks completed tasks and projects, and discuss future tasks and projects.
3. Contractor agrees to provide costs estimates to The Inlets Common Facilities Corporation, The Inlets

Condominium Association, Carriage Homes, and for Landscape Committee Approved landscaping services and projects for individual property owners, not covered under this contract.

l. Contractor understands that no individual property owners landscaping requests are to be completed without obtaining copy of a Landscaping Request Form approved by designated Landscaping Committee members.

3. Contractor agrees to familiarize its employees and/or subcontractors with the areas and locations covered, and not covered, under this contract.

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5. Contractor agrees to familiarize its employees and /or subcontractors with the irrigation system of The Inlets, and to coordinate its landscaping services with that system, and to immediately repair any damages caused to said system caused by its employees or subcontractors.

Contractor will provide an English speaking management representative when ever work is being performed under this contract, including work performance review meetings, to include site and area reviews. At least one member of any work crews must be able to communicate in English with a designated Inlets representative at all times. In case of complaints or problems, a Contractor management representative will be made available within two (2) working days of the request of an Inlets Landscaping Committee Designee.

8. Contract foreman will pick up copies of Landscaping Committee approved Landscaping Requests, each scheduled work day. Completed Landscaping Requests will be returned with actions taken noted by foreman.
9. If temporary storage facilities or areas become necessary for the proper administration of this Contract, permission may be granted by The Inlets Board of Directors, after consultation and site visits. Contractor must daily maintain a neat and organized storage area. Responsibility and liability for any stored materials, equipment or tools, rest solely with the Contractor. Upon completion of Contract, or as directed by The Inlets Board of Directors, all materials and equipment must be removed from the site, and the site returned to its original condition.

10. All debris produced by the Contractor during landscaping operations, or produced by natural conditions in the Common areas, must be checked, raked, collected, and removed from Common Areas daily.

MOWING SERVICES

L. CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS

1. Contractor is to only utilize experienced and trained mower operators and foremen. Mower operators and foremen must be trained and familiar with, and adhere to, at all times, all safety, maintenance, and equipment operation guidelines as referenced in applicable equipment manuals. This includes, but is not limited to, safe operating speeds, sharpened blades, blade heights of not less than 3h inches, tire inflation, operation to prevent turf damage, including scalping. Mowers are not to discharge clippings toward persons, vehicles, or buildings.

2. Contractor must assure that all Mower operators and foremen must be familiar with specific on site conditions of The Inlets. The Contractor and Landscape Committee Chairperson (or designee) will communicate specific site conditions, and site condition changes that may significantly affect, or change landscaping operations or safety.
3. The Contractor and the Landscape Committee Chairperson (or designee) will agree on specific days for mowing throughout the contract year. Contractor does not have authority to change the mowing schedule without the consent of the Landscape Committee Chairperson. This schedule may change due to unforeseen circumstances, such as weather events and turf conditions, and scheduled dates of national holidays.

1. MOWING SCHEDULE

1. Mowing Cycles shall be completed by Wednesdays, weather conditions permitting. There will be forty

(40) scheduled community wide Mowing Cycles per each twelve months of the Contract, as follows: Weekly: April through November (32 cycles) Bi-monthly: January, February, March, and December (8 cycles)

2. No mowing on holidays.
3. Contractor must provide unit pricing for each additional Mowing Cycle. Additional Mowing Cycles may be requested by the Landscape Committee Chairperson, or designee.

3. MOWING OPERATIONS

1. Each Mowing Cycle will consist of mowing, trimming, edging, and blowing services, except for the RV

Storage Lot interior, which will be once per month. Each Mowing Cycle must start after 8:00 AM and finish by 5:00 PM, and must be completed within two (2) consecutive days, weather permitting. Weed and turf trimming along the lake and canals shoreline embankments will be scheduled every two (2) Mowing Cycles.

2. Mowing must be completed the same day each unit area is started, weather permitting.
3. Contractor is responsible to determine safe operating conditions of mowing operations adjacent to the lake and shoreline. Mowing clippings must be directed away from the lake, canals, and waterways. Effort must be taken to minimize trimming debris entering the lake.

4. MOWING CYCLE AREAS

Mowing Cycles will include the following:

1. All turf areas of The Inlets will receive all Mowing Cycle services.
2. Grass along the outside edge of the perimeter wall along Shore Road, and along Lychee Drive, and the perimeter of the RV lot and the main entrance areas from Rt. 41.

3. Edging must include turf bordering streets, cul-de-sacs, parking lots, sidewalks, driveways.
4. All walkways, driveways, roads and tennis courts, must be blown clean of debris each mowing, trimming, and edging cycle. Debris is not to be blown onto mowed turf areas or towards buildings.
5. Contractor is not responsible for the mowing or trimming of areas where homeowner has blocked the travel path of the mowing equipment. Contractor shall notify the Landscaping Committee or designee of any newly obstructed areas.
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TREE AND SHRUB SERVICES

L. CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS

A. Contractor is responsible for all landscaping work, such as, but not limited to trimming, pruning, edging, weeding, planting and removal of trees, shrubs, herbaceous (including perennials and annuals), and succulents, as needed to maintain and improve the appearance of The Inlets properties. The Inlets properties (see Site Map), for the purpose of defining the scope of landscaping areas of responsibility, will also include the areas along the exterior of the Shore Road wall, Owners property bordering Lychee Road, areas along the main entrance from Rt. 41, and the area between the rear fence of the tennis courts and the adjacent property line chain link fence.

B. Contractor is to only utilize experienced and trained staff, equipment operators, and foremen, who are familiar with, and adhere to at all times, all safety, maintenance, and operation guidelines as referenced in applicable equipment manuals.

C. Contractor will provide and maintain all necessary equipment and tools recommended and utilized for best horticultural practices.

D. Contractor must insure all workers are trained and familiar with best practice horticultural guidelines and Florida Extension Service guidelines for tree and shrub maintenance.

E. Contractor Crew Foremen must have two (2) years of landscaping maintenance experience in Florida, and be able to communicate in English.

F. Contractor must have Certified Arborist available at no additional costs to The Inlets, to provide advice and services pertaining to landscaping tree and shrub planting and maintenance, including tree and plant inspections, and recommendations for care.

G. Contractor must provide landscaping design services for areas covered under this contract.

2. SCHEDULE OF OPERATIONS:

Shrub and tree pruning cycle completed once every four (4) weeks, with all resulting plant debris removed.

3. SHRUB PRUNING AND TRIMMING

A. All tree and shrub care practices must adhere to horticultural best practices as recommended by horticultural guidelines, including the Florida Extension Service, to promote optimal growth, healing, health, and flowering.

B. Oleanders must be pruned during the period June through December.

C. Generally, flowering shrubs and trees shall be pruned after peak flowering period for each specific shrub and tree.

4. Shrubs around HVAC units, and Florida Power and Light transformers and service panels, for all Inlets areas, shall be trimmed or pruned no shorter than the height of the units or boxes.
5. All plant material debris as a result of hedge, shrub, and tree trimming must be removed the same day.

TREE MAINTENANCE

1. Contractor shall prune yellowing and dead Palm leaves, boots, and seed structures from palm trees up to a height of twenty (20) feet. Contractor shall not prune healthy green palm leaves, unless approved by the Landscaping Committee or designee.
2. Contractor shall not prune shade trees such as oaks, magnolias, pine, Bottlebrush, and other shade trees of moderate to large size, except as necessary to remove dead, damaged, hanging limbs, or those which interfere with mowing, or vehicle passage under low limbs.
3. Any tree trimming or pruning over twenty (20) feet is not part of this contract. Contractor will provide costs estimates to accomplish work not covered under this contract. Trimming, pruning and removal of trees over 20 feet must be accomplished in safest manner possible including use of all applicable arbor safety equipment and methods including the use of lift platforms/buckets.
4. All fruit trees are not part of this contract and will be the responsibility of the homeowner.

5. WEEDING AND EDGING

1. Planting beds edging and weeding, including removal of grass runners, are to be completed each Mowing Cycle. Only power steel blade edgers are to be used for planting bed edging. Edging debris is not to be discharged onto residences, buildings, planting areas, or vehicles. All sidewalks, driveways, and curbs, will be edged to present a neat and consistent appearance. All mechanical edging to be no more than two (2) inches in depth.
2. Contractor may control weeds and grass runners by herbicides. Contractor must produce current and valid Certified Pesticide Applicators and/or Operators License for

Commercial Applications. Contractor shall show proof that all Applicators are certified and registered as per current local, state, and federal requirements.

3. Roundup shall not be used for planted bed edging, but may be used for small weed control. Fusalaid, or approved alternative, will be used to control weeds in Juniper shrubs.
4. Contractor will be responsible for replacement of any tree, shrub or plant damaged by incorrect use of any chemical product or incorrect horticultural practice.

5. All landscaped areas under this Contract shall be chemically treated for weeds once per month.
6. All plant material debris produced as a result of landscaping work shall be removed by the same day.
7. Spraying of chemicals must be avoided if wind conditions are causing overspray.
8. Vegetation must be removed from pavement areas, roadways, driveways, and any hard surfaces.

I. The RV Lot vegetation, vines and trees, along or on fences/walls surrounding the RV Lot are to be removed as needed.

The contractor agrees to perform the work specified in Section 2.0 of this document using forces under his direct control. The Contractor shall not assign this contract work to a third party except as expressly agreed by the Owner.

1.2 PERIOD OF PERFORMANCE:

Contractor's work under this contract shall commence on January 1, 2021 and finish on December 31, 2021. The Owner's obligation to make payments as stipulated herein shall span the same period. The contract may be re- issued by mutual agreement yearly such that Contractor's work may continue uninterrupted.

1.3 INDEPENDENT CONTRACTOR:

Nothing in this agreement shall be construed to create an employer/employee relationship between the Owner and Contractor. The contractor shall be an independent contractor and not an agent of the Owner.

1.4 CONTRACT SUM:

The Contractor and Owner agree that the total compensation for the work shall be _____. The Owner agrees to pay the Contractor the amount of _____ annual amount provided that the required work is completed as required herein. Payments will be made not later than the 25th day of each month. The contractor shall submit an invoice approximately one week prior to the payment date, certifying that the work performed the previous month has been completed satisfactorily

1.5 CHANGE ORDERS:

Changes to the Contractor's work scope and compensation for the added work may be negotiated between the parties as needed and shall be confirmed by the parties in writing. Executed change orders shall become a part of and be governed by this agreement.

1.6 OTHER WORK:

It is understood that from time to time the Contractor will agree to perform work not within the scope of this agreement, as requested and paid for by individual residents. The Owner will not have any involvement in such work, provided it complies with the Inlets normal architectural and workmanship standards.

1.7 DISPUTE RESOLUTION:

It is anticipated by both parties that any dispute arising from the Owner's or Contractor's actions will be amicably resolved by mutual agreement. Normal monthly payments to the Contractor shall not be delayed due to unresolved disputes.

2. CONTRACTORS OBLIGATIONS SEE SCOPE OF WORK

1. 2.1 Contractor shall Supervise and direct the work as outline in the scope of work using its best skills and efforts and shall perform the work in strict accordance with the agreement. Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work will be new and of good quality, and free from faults or defects to enable the work to be laid out and performed in an orderly and expeditious manner.
2. 2.2 Contractor shall perform work as required and needed under this Agreement during the hours of 8am and 5pm unless otherwise agreed to by owner.
3. 2.3 The contractor shall require each subcontractor to be bound by this agreement to the extent of the work performed by such subcontractor. Contractor will be responsible for its subcontractors.
4. 2.4 The contractor will instruct its work force to comply with all state, federal and local regulations.
5. 2.5 The contractor will comply with OSHA rules and regulations.
6. 2.6 Contractor will be responsible for keeping work area clean and safe including lights, barricades and enclosures. Contractor will also be responsible for removing and disposing any excess materials.

PARTIES RIGHT TO TERMINATE CONTRACT

3.1 Either party may terminate the contract effective 30 days following delivery of a written notice of termination. Termination shall be for reasonable cause.

OWNER OBLIGATIONS

4.1 PAYMENT

The Owner shall pay the contractor promptly for work performed in accordance with the contract

FACILITIES

The Owner will continue to provide certain facilities for the use of the Contractor including storage of the Contractor's equipment and materials to the same extent as was the case upon the date of execution of this contract.

4.2 REPAIR PARTS Add as required if applicable

4.3 Disclaimer of liability.

The Owners shall not be responsible for or assume any liability or responsibility for loss or damage to equipment or materials, tools or other personal property whether owned or leased by the Contractor, subcontractor, their agents, or anyone employed by it in the performance of the work

5. INSURANCE/INDEMNIFICATION (minimum)

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Board of Directors, and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

The Contractor shall purchase from and maintain insurance from a company or companies lawfully authorized to do business in the jurisdiction in which the property is located and with a rating not less A. Coverage to be provided shall include, but not be limited to:

- (1) Commercial General Liability
- (2) Workers' Compensation and Employers' Liability

(3) Automobile Liability. Minimum amounts of insurance coverage written on an occurrence basis must be carried by the Contractor in the amounts as checked below:

1. Commercial General Liability: \$1,000,000 each occurrence; \$2,000,000 per policy aggregate.

2. Worker's Compensation, covering all persons employed for such work with statutory limits and in compliance with state laws. All insurers shall agree to waive subrogation against the Owner.
3. Employer Liability: \$300,000
4. Comprehensive Automobile Liability: \$500,000

a. on all owned, non-owned or hired vehicles and equipment used in performance of the work provided for in this agreement

b. \$500,000 combined single limit for bodily injury and property damage

5. Umbrella Liability: Not required

The Contractor shall, concurrent with the execution of this Agreement, deliver to the Owners a

Certificate of Insurance which names the Owners and the Property as additional insured. In no circumstance, shall the Contractor commence any work without the issuance of policies for all the insurance coverage specified in this section. The Certificate of Insurance and insurance policies shall contain a provision that coverage under the insurance policy will not be canceled, allowed to expire or reduced in coverage until after thirty (30) days prior written notice, by registered or certified mail, has been given to the Owner.

The parties have executed this agreement as of the 1st day of January, 2023

Contract No. L 2023-2

OWNER: The Inlets Condominium Association Inc


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President 

(Print Name) Charles Afari

(Title) 200 Inlets Blvd Nokomis FL 34275

TELEPHONE: 941-485-4221

CONTRACTOR: Compare Lawn Care

Owner  _____

(Print Signature) _____

The Inlets Condominium Association Mowing, Shrub, and Tree Maintenance Contract

As per Landscape Contract #L-2023-2 Compare Lawn Care will perform the services stated for the period of (1) year commencing January 1 ,2023 to December 31 ,2023.

Total Cost for the 221 Units Contract Amount \$259,440.00