



Skyler Forsythe
 6451 Parkland Dr
 Sarasota, FL 34243
 United States
 Phone: (941)756-9537

Customer Information

BILL TO:

The Inlets Association - Billing Location
 200 INLETS BLVD
 NOKOMIS, FL 34275
 USA
 Phone: 9414854221

SERVICE LOCATION:

The Inlets Association - Service Location
 200 INLETS BLVD
 NOKOMIS, FL 34275
 USA
 Phone: 9414854221

RECEIVED
 FEB 02 2023

Detail of Charges

Common Facilities

Service Location	Line Item Description	Round #	Round Description	Total Price
The Inlets Association - Service Location	Lawn Service	1	Jan. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Lawn Service	5	May granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Lawn Service	7	Jul. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Lawn Service	11	Nov. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Chinch Bug Control	5	Insect Control	\$480.00

Subtotal: \$3,360.00
 Total Sales Tax Amount: \$0.00
 Grand Total: \$3,360.00

Description: This Contract includes all islands, common areas and club house.

Standard Terms and Conditions

- Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
- Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
- Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30)

days. A service charge of \$5.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection, including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.

4. **Check processing policy (ACP).** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a) **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: rick hubbar?
7 376 445 2423, 2823131359

Date: Jan 31, 2023

REPRESENTATIVE/GENERAL MANAGER

Print Name: Charles Agin

Date: Jan 31, 2023

Customer Signature: Charles Agin

Date: Jan 31, 2023

AUTHORIZED AGENT/CUSTOMER

Jan 17, 2023

**CONTRACT BETWEEN THE INLETS COMMON FACILITIES CORPORATION
and
TruGreen Limited Partnership**

THIS AGREEMENT is made and entered into by and between TruGreen Limited Partnership (hereafter referred to as the "Contractor") and **The Inlets Common Facilities Corporation, 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:

GENERAL CONDITIONS:

This document, consisting of part 1. General Conditions, and Part 2. Scope of work constitutes the entire agreement between the parties, including all obligations of the Contractor and the Owner, as specified herein. In the case of conflicts between these General Conditions and the Scope of Work, These General Conditions shall prevail.

1.1 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.

1.2 PERIOD OF PERFORMANCE:

Contractor's work under this contract shall be performed in accordance with the schedule per the SOW, section 2 of this document. All work shall be completed by December 31, 2023. No work beyond that date is authorized by this contract.

1.3 CONTRACT SUM:

The Contractor and Owner agree that the total compensation for the work shall be \$36,645 for the Inlets Condo association Inc. and \$3,360 for the Inlets common Facilities Corp.

1.4 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. The total contract price shall not be increased without written authorization issued by the Owner. Executed change orders shall become a part of and be governed by this agreement.

1.5 OTHER WORK:

Not applicable

1.6 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. Owner may elect to suspend progress payments, if any, pending resolution of disputes. If resolution cannot be reached, either party may resort to the remedies specified by the laws of the State of Florida

1.7 CONTRACTORS OBLIGATIONS (ALSO SEE SCOPE OF WORK, Part 2. OF THIS CONTRACT)

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.

- Contractor shall perform work as required and needed under this Agreement with the start of work at 8:00 a.m. daily unless an earlier time is agreed upon by the owner.
- The contractor shall require each subcontractor, if any, to be bound by this agreement to the extent of the work performed by such subcontractor. Contractor will be responsible for its subcontractors.
- The contractor will instruct its work force to comply with all state, federal and local regulations.
- The contractor and his employees shall be licensed and bonded as appropriate for the work to be performed, and shall comply with OSHA rules and regulations.
- Contractor will be responsible for keeping work area clean and safe including lights, barricades and enclosures as needed. Contractor will also be responsible for removing and disposing any excess materials.

1.8 PARTIES RIGHT TO TERMINATE CONTRACT

Either party may terminate the contract effective thirty (30) days following written notice of termination. Termination may be with or without cause. Any payments for uncompleted or unsatisfactory work shall be reimbursed to Owner.

1.9 OWNER OBLIGATIONS

•

PAYMENT

The Owner shall pay the Contractor for work performed in accordance with invoices to be submitted upon completion and acceptance by Owner of each application.

•

FACILITIES N/A

• **Disclaimer of Liability.**

The Owner shall not be responsible for, nor assume any liability or responsibility for loss or damage to Contractor's 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

1.10 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 Contractor's 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, 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,.

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:

•

Commercial General Liability

- Workers' Compensation and Employers' Liability

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

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

- 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.

- Employer Liability: \$300,000

- Comprehensive Automobile Liability: \$500,000 on all owned, non-owned or hired vehicles and \$500,000 combined single limit for bodily injury and property damage

- Umbrella Liability:

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.

2.0 SCOPE OF WORK

2.1 The contractor agrees to perform the work specified in this Section 2.0 of this document All grassy areas within the Inlets property shall be treated per the schedule detailed in two proposal letters from Mr. Skylar Forsythe, of TruGreen Limited Partnership, designated 2023-01-13 14:12:44, and 2023-01-13 14:06:20, attached hereto as the Statement Of Work. The work shall be performed 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.

TOTAL CONTRACT PRICE:



Skyler Forsythe
 6451 Parkland Dr
 Sarasota, FL
 34243 United States
 Phone : (941)756-9537

Customer Information

BILL TO:

The Inlets Association - Billing Location
 200 INLETS BLVD
 NOKOMIS, FL
 34275 USA
 Phone : 9414854221

SERVICE LOCATION:

The Inlets Association - Service Location
 200 INLETS BLVD
 NOKOMIS, FL
 34275 USA
 Phone : 9414854221

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
The Inlets Association - Service Location	Lawn Service	1	Jan. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$5,235.00
The Inlets Association - Service Location	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$5,235.00
The Inlets Association - Service Location	Lawn Service	5	May granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$5,235.00
The Inlets Association - Service Location	Lawn Service	7	Jul. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$5,235.00
The Inlets Association - Service Location	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$5,235.00
The Inlets Association - Service Location	Lawn Service	11	Nov. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$5,235.00
The Inlets Association - Service Location	Chinch Bug Control	5	Insect Control	\$5,235.00

Subtotal: \$36,645.00
 Total Sales Tax Amount: \$0.00
 Grand Total: \$36,645.00



Skyler Forsythe
 6451 Parkland Dr
 Sarasota, FL
 34243 United States
 Phone : (941)756-9537

Customer Information

BILL TO:

The Inlets Association - Billing Location
 200 INLETS BLVD
 NOKOMIS, FL
 34275 USA
 Phone : 9414854221

SERVICE LOCATION:

The Inlets Association - Service Location
 200 INLETS BLVD
 NOKOMIS, FL
 34275 USA
 Phone : 9414854221

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
The Inlets Association - Service Location	Lawn Service	1	Jan. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Lawn Service	3	Mar. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Lawn Service	5	May granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Lawn Service	7	Jul. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Lawn Service	9	Sept. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Lawn Service	11	Nov. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control	\$480.00
The Inlets Association - Service Location	Chinch Bug Control	5	Insect Control	\$480.00

Subtotal: \$3,360.00
 Total Sales Tax Amount: \$0.00
 Grand Total: \$3,360.00

Condominium Association \$36,645.00
Inlets common Facilities Corp. \$3,360.00

The parties have executed this agreement on 1/26/2023

OWNER: The Inlets Common Facilities Corporation INC.

200 INLETS BLVD, NOKOMIS FL 34275 941 485-4221

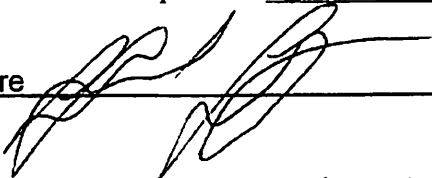
(Signature)  TITLE President

(Print Name) Charles Agin

CONTRACTOR: TruGreen Limited Partnership

Address: 6451 Packland Dr Sarasota FL 34234

Telephone: 813-750-5644

Signature  TITLE Business development Rep

Print Name Skyler Forsythe