Proposal # 591680

Date: 11/10/2026

Client:

Sherry Danko
Star Hospitality Management
26530 Mallard Way
Punta Gorda, FL 33950

Service Address:

Magdalena Gardens
240 West End Drive
Punta Gorda, FL 33950

Greenscapes Monthly Maintenance 2027

Dear Sherry,

Thank you for the opportunity to submit our quotation for Landscape Management Services. We are pleased to present our proposal which includes all labor, supervision, support team, materials, and equipment necessary to successfully perform the scope of work outlined herein.

Service Start Date: 01/01/2027 Service End Date: 12/31/2027

SERVICES

Turf Care

Mowing shall be performed with specified mower types and blades to provide a quality cut. Mowing patterns shall be rotated to minimize scalping and rutting by mower wheels and to minimize soil compaction. Contract is for the maintenance of warm season turf.

A. **Mowing:** All turf shall be mowed weekly during the growing season and bi-weekly during the slow growing season. Please see service calendar below. Should the association request additional cuts, a separate proposal can be provided at the time service is requested. Clippings shall be left on the lawn as long as no visible clumps remain on the grass surface 24 hours after mowing; otherwise, Contractor will collect and dispose of clippings.
B. **Edging:** All hard surfaces shall be edged at every mowing. All soft surfaces, (landscape beds), shall be edged on every other visit to maintain a clean edge.
C. **Debris Removal:** Contractor shall be responsible for the removal of all lawn debris and visible clippings with each site visit and blowing off all walks, driveways and street area where debris may be visible. Excessive seasonal leaf flush from hardwoods along roadway or in beds will be removed from the site for a nominal additional fee upon approval.

Ornamental, Palm and Tree Care

Pruning shall be performed as required to maintain the natural shape and plant palette characteristics. Pruning shall include, but not limited to, the removal of vegetation that is dead, damaged or diseased. When diseased vegetation is removed, the pruning cuts shall be made deep into the healthy plant tissue to re-establish healthy growth. The primary technique used in pruning practices shall be by hand. Should flat tops and sides be desired, this will be achieved by using of gas powered shears.

All trimming and pruning shall be subject to all applicable State, Federal and ANSI (American National Standards Institute) regulations.

Ornamentals & Shrubs: Pruned to maintain a natural, neat and healthy appearance based on plant palette's growth habit per service calendar below.

Palms: Fronds shall be removed when fronds are brown and/or damaged with clean edge cuts made as close to the trunk as possible. Careful trimming procedures shall be followed to prevent damage to any portion of the palm, especially in the crown shaft and bud areas. Inflorescence (seedpods) and fruits shall be removed on set cycle. Palms will be trimmed and maintained up to 14 feet in height from ground level. Palms exceeding this height shall be performed at Owner's request and expense.

Trees: Pruned to remove any dead or damaged branches. This will include cross-branching and the raising of canopies to allow safe pedestrian movement on sidewalks and driveways in accordance with good canopy structure up to 7 feet. Trees over 12 feet in overall height requiring the arboring of canopies shall be performed at Owner's request and expense.

Hedge Care

Hedges less than 6 feet shall be pruned to maintain a natural, neat and healthy appearance based on plant palette's growth habit. Hedges exceeding 6 feet shall be performed at Owner's expense unless listed on service calendar below.

Turf Fertilizer Applications

All fertilizers utilized under this program are custom blended with a balanced nutrient package. A complete minor and trace element package is included with each application to ensure that all the requirements of your Southwest Florida landscape are provided for. All fertilization blends shall be no less than 50% slow release. The method of application will be dependent upon the landscape layout.

- All fertilizer applications will be performed in accordance with County ordinances regulating the application of fertilizer. No Nitrogen based fertilizer is to be applied during the months of June thru September. At least one professional will be on site that has trained in Best Management Practices by the University of Florida.
- Contractor will provide for the following applications consistent with the manufacturer recommendations:
- Turf Fertilization - Four (4) treatments per year, unless otherwise listed in service calendar.
- Contractor will be responsible for rate and application of fertilizer.
- Following application of granular fertilizers, driveways, sidewalks and shrubs will be blown off to prevent the fertilizer from staining, spotting or burning.

IPM (Integrated Pest Management)

Turf Weed Control: Chemical weed control will be rotated on an eight-week cycle and can only be applied safely when temperatures are below 90 degrees and wind drift is at a minimum. Due to the unavailability or restricted use of effective control products, the prevention or control of Carpet grass, Torpedo grass, Bermuda grass and select sedges are not part of the Agreement and are not included in the Agreement amount.

Ornamental Bed Weed Control: All landscaped bed areas where weeds are evident will be treated with herbicides to keep these areas relatively weed free. Large weeds will be pulled by hand so as not to be allowed to have enough established quantity to detract from the overall aesthetics of the landscape.

Insect & Disease Control: Inspection of the turf areas and ornamental shrub material shall be done on an eight-week cycle, with applications done on an as needed basis. Areas with turf and plant damaging insects will be treated as problems occur, except for nuisance insects such as ants. Due to the extent and expense of Arbor-Jet Services, treatment of Ficus White Fly and Grubs, Owner agrees this is not part of the Agreement and is not included in the Agreement amount. In the event treatment is required, Contractor shall provide these management programs by separate proposal, which will be provided at the time the service is requested.

Ornamental/Palm/Tree Fertilizer Applications

All fertilizers utilized under this program are custom blended with a balanced nutrient package. A complete minor and trace element package is included with each application to ensure that all the requirements of your Southwest Florida landscape are provided for. All fertilization blends shall be no less than 50% slow release. The method of application will be dependent upon the landscape layout.

- All fertilizer applications will be performed in accordance with County ordinances regulating the application of fertilizer. No Nitrogen based fertilizer is to be applied during the months of June thru September. At least one professional will be on site that has trained in Best Management Practices by the University of Florida.
- Contractor will provide Ornamental shrubs, Palms, and Tree Fertilization (Flowering/Juvenile only) consistent with the manufacturer recommendations:
- Ornamental Fertilization - Three (3) treatments per year, unless otherwise listed in service calendar.
- Contractor will be responsible for rate and application of fertilizer.
- Following application of granular fertilizers, driveways, sidewalks and shrubs will be blown off to prevent the fertilizer from staining, spotting or burning.

Irrigation Management

Service Specifications: Contractor shall perform a routine monthly maintenance inspection of the irrigation system consisting of the following service specifications:

- Activate and inspect each zone of the existing system
- Visually surface inspect system pipes for leaks
- Adjust and clean sprinkler heads, where needed
- Inspect and report heads that may be damaged or needing repair to Property Manager
- Report accessible control valves and valve boxes that may be damaged on an as needed basis
- Adjust controller to the watering needs as dictated by environmental conditions
- Repair any damages resulting from the Contractor at no cost to the Owner, however this would not include the damage to malfunction heads or parts

Qualifying Statements:

- Repairs that become necessary to ensure proper water coverage of the turf and landscape areas that are over and above our routine maintenance contract will be done on a time and material basis. These repairs may incorporate the following items, however, are not limited to: installation of risers, head replacements, nozzle/filter replacements, valve, solenoid replacements and valve boxes and covers.
- Service calls required between scheduled visits will be billed on a time and material basis.
- Emergency service calls are defined as repairs that are required outside of our regular business hours (Monday thru Friday; 8:00am - 4:00pm), as well as weekends and holidays, shall be billed at a flat rate.
- Contractor is not responsible for the verification or performance of rain sensors.
- Contractor shall not be held responsible for damage due to the improper installation or previous management of irrigation system by others.
- Contractor shall not be responsible for the maintenance and performance of pump stations, main line filters and back flow preventers.
- It is further understood that the Contractor is not liable for any damage of any kind whatsoever caused by the failure of the main irrigation water supply, water pressure or to water restrictions imposed by a statutory or similar authority.
- Any requested additional maintenance inspection of the irrigation system over the scheduled monthly visits (1 per month / 12 per year) as described in this agreement will be billed on a time and material basis.

Authorization for Repairs:

- In order to expedite minor repairs, Contractor is here with authorized to perform $400 worth of repairs without prior approval.
- Any repairs which exceed the above authorized amount, must have written approval prior to the commencement of any work. A written proposal will be provided to Owner.

Customer Service

All service requests and inquiries should be submitted to the Customer Service Department available 24 hours a day via telephone, email or through our website and they will be responded to in a timely manner. Emergency and non-emergency calls should be directed to 239.643.4471.

- **Communication:** Owners shall have ongoing communication with a Client Services Manager. The Client Services Manager assigned to the account shall provide all necessary communication to keep Owner informed of all activity on their property. In the event contact cannot be made with the Client Services Manager, a second contact shall be made available. The Owner shall designate a single contact person and/or agent who shall be responsible for all communications of any kind with Greenscapes.
- **Supervision:** Qualified on-site supervision shall be provided at all times by a Production Supervisor/Team Captain to ensure the highest quality of work performed and safety guidelines. Greenscapes shall ensure that there are qualified team members on the job site to complete all phases of their work and shall, at all times, enforce strict discipline and good behavior among its team members and shall take all steps necessary to ensure that they familiar with and abide by all safety guidelines. No work on property shall begin prior to 7:30 am, unless there are extenuating circumstances due to unforeseen conditions.
- **Processing of Service Requests:** Once information is received, a Service Request is generated to resolve the issue and the resolution will be communicated to the original caller/property representative. Upon the completion of the issue, the following shall occur: the Client Services Manager will respond to the original caller and a completed service request will be sent to the property manager stating the resolution of the issue, along with a time and date. Documentation of all inquiries shall be kept in our database system in order for all community issues may be tracked.
- **Emergency Calls:** The emergency line is primarily to be used by the Management Company/Homeowner as issues arise that may need *immediate attention, such as running water.* If this is a running water emergency, a representative will be paged to address the concern as soon as possible. After hours calls will be prompted to leave a detailed message. A Client Services Manager will be paged and will respond in a reasonable amount of time in order to obtain more information, if necessary, in order to assess the emergency status of the call and get the issue resolved.
- **Non-Emergency Calls:** All non-emergency calls will be responded within 1 (one) business day of placement between the hours of 8:00 am to 4:30 pm Monday thru Friday. Resolution of the issue will be determined by the nature of the call timelines for resolution for correct will be provided at the time of response.

Management Reports

Horticultural Reports: A client service representative of contractor will inspect property and provide a Horticultural Report every two months or on a schedule as agreed to with the owner. Contractor representative will also provide dates and times of the property inspection to the owners authorized agent and assigned property management company.

Exemptions to Contract

Due to the nature of the following items, Greenscapes will not be held responsible to possible damage of the following:

- All underground utilities to include but not limited to low voltage lamps, wiring, piping, and cable
- All objects in the turf without a buffer area of one foot; including but not limited to statues, fountains, holiday decorations, utilities, sewer clean outs, screening, and fencing.

OPTIONAL SERVICES: Over and Above the Basic Service Program

Natural Disaster $0.00 Approval initials: _____

Special Services

Services: Contractor can perform any additional work to repair damage caused by: acts of vandalism, storms, hurricanes, flooding or any other acts of God. This service is not covered under the scope of the Agreement or these Landscape Management Specifications, however, a written proposal will be provided to the Owner for approval before any of the above work is undertaken. Contractor shall not be liable or responsible for work delays or work not performed, caused by Acts of Nature or Owner.

- **Storm Recovery Services to be Performed:** "Contractor" agrees to perform the landscape recovery services, as needed, to open roadways, sidewalks and to remove hazardous horticultural debris on a temporary basis until the Property Management or representing Board Member can be contacted. Labor and disposal rates listed below are based on today's market value. The rates may change pending market conditions at the time services are performed.

  Labor: Contractor will furnish all labor necessary for storm recovery services at an agreed upon labor rate per man-hour

  Disposal Fees: Fees will be agreed upon at time of service and charged on a per-truck load rate. A truck load is defined as twelve yards of debris, unless other removal is required such as a grapple truck.

- **Equipment and Supplies:** There will be additional charges based on the requirements of the property. These may include bobcats, lifts, loaders and forklifts for re-staking, as well as necessary staging material such as, banding tools, straps, 2x4's, poles and duckbill staging.

Frost Advisories/Cold Weather: In the event of cold weather, Greenscapes shall furnish all labor at an agreed upon labor rate per man-hour, plus required materials to cover existing annual plant beds and suspend irrigation. If the Owner refuses coverage, the seasonal flower warranty is void. In addition, if seasonal plants are covered, Greenscapes does not guarantee its survival.

- **Fuel Surcharge:** For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. If the average price is escalated over that of $4.50 per gallon, a 3% fuel surcharge shall be added to each invoice. This 3% fuel charge will be suspended from all future invoices when the average gallon price drops below that of $4.50 per gallon, however, the charge may again be implemented in future invoices should the average gallon price again escalates over the established $4.50 base price.

Subtotal	$0.00
Tax	$0.00
Total	**$0.00**

PRICING

Subtotal	$36,000.00
Tax	$0.00
Annual Maintenance Price-Year 1	**$36,000.00**

PAYMENT SCHEDULE

SCHEDULE	PRICE	TAX	TOTAL
January	$3,000.00	$0.00	$3,000.00
February	$3,000.00	$0.00	$3,000.00
March	$3,000.00	$0.00	$3,000.00
April	$3,000.00	$0.00	$3,000.00
May	$3,000.00	$0.00	$3,000.00
June	$3,000.00	$0.00	$3,000.00
July	$3,000.00	$0.00	$3,000.00
August	$3,000.00	$0.00	$3,000.00
September	$3,000.00	$0.00	$3,000.00
October	$3,000.00	$0.00	$3,000.00
November	$3,000.00	$0.00	$3,000.00
December	$3,000.00	$0.00	$3,000.00
TOTAL	**$36,000.00**	**$0.00**	**$36,000.00**

Service Calendar

Magdalena Gardens

240 West End Dr, Punta Gorda



Service Calendar	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Service Trips	3	2	2	4	5	4	5	4	5	2	2	2	40
Mow, Hard Ege Line Trim	3	2	2	4	5	4	5	4	5	2	2	2	40
Soft Edge	1	1	1	2	2	2	2	2	2	2	2	1	20
Ornamental Pruning	1		1		1		1		1		1		6
Hedge			1								1		2
Trim Palms/Trees under 14'	1	1	1	1	1	1	1	1	1	1	1	1	12
Ornamental Grasses Structural Cut-Backs			1								1		2
Bed Weeding	Continuous												
Mulch													0
Turf Fertilization	1st App			2nd App			3rd App			4th App			4
Ornamental / Ground Cover Fert	1st App				2nd App				3rd App				3
Palm/Juvenile Tree Fertilization	1st App				2nd App				3rd App				3
Turf Weed Control	1st App		2nd App		3rd App		4th App		5th App		6th App		6
Turf Insect & Disease Control	1st App		2nd App		3rd App		4th App		5th App		6th App		6
Ornamental Shrub/Insect & Disease Control	1st App		2nd App		3rd App		4th App		5th App		6th App		6
Irrigation Inspections	1		1		1		1		1		1		6
Horticultural Review	1	1	1	1	1	1	1	1	1	1	1	1	12
Horticultural Reports	1			1			1			1			4

*Changes to the timing may occur during the course of the year based on environmental conditions. See your Client Servies Manager for exact dates tailored to your property.

Master Service Agreement

SECTION 1 – GENERAL:

The following terms and conditions (the "Terms") apply to and govern all services ("Services") provided by Greenscapes of Southwest Florida (collectively, "Contractor") for the benefit of client and its affiliates (collectively, "Customer") pursuant to any accepted statement of work, order, purchase order or proposal or any other agreement between the parties (each, a "SOW"). Any capitalized terms used herein have the same meanings as in the applicable SOW unless separately defined herein. These Terms shall be effective as of the date set forth on the first SOW. Notwithstanding anything to the contrary, Contractor shall have the right to reject any statement of work, order, purchase order, proposal or other document issued by Customer in Contractor's sole and absolute discretion.

SECTION 2 – TERMS OF PAYMENT:

Notwithstanding anything else to the contrary, all payments due hereunder shall be made to Contractor within thirty (30) days from date of invoice from Contractor or as otherwise provided for in each applicable written SOW. If Customer fails to pay any amount due hereunder and such amounts remain due and outstanding for more than fifteen (15) days after such payments are due, Customer shall pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. If Customer's account is past due, Contractor may, with written notice, suspend its obligation to perform Services until payment has been satisfied. During the period of such suspension, Customer agrees and understands that Contractor will not be liable for any costs or damages incurred by Customer, including but not limited to consequential damages to Customer or any other party that may arise from or be related to such suspension of Services. Customer agrees to pay all reasonable attorney's fees and all other costs incurred by Contractor to collect any past due amounts and related interest.

The contract pricing set forth in any SOW will be adjusted annually in accordance with the CPI for all Urban Consumers for the Region applicable to the SOW (Consumer Price Index) or 3%, whichever is greater.

Lien Rights: Customer understands and acknowledges that persons or companies furnishing labor and materials for the improvement on Customer's real property may have lien rights on Customer's real property (including, for the avoidance of doubt, any buildings located thereon), if such persons or companies are not paid for furnishing such labor and materials (collectively, "Lien Claimants"). Lien Claimants may include Contractor, any other party who contracts directly with Customer, or any party who gives Customer notice within sixty (60) days after such party first furnishes labor or materials for the improvement of Customer's real property. Customer further acknowledges and agrees to provide any notices received from any Lien Claimants to Customer's mortgage lender (the "Lender"). In addition, Contractor agrees to cooperate with Customer and the Lender with respect to the timely payment of all potential Lien Claimants solely resulting from the Services.

SECTION 3 – SOW TERM AND TERMINATION:

The term of each SOW, as specified in such SOW, shall automatically renew for continuous succeeding one (1) month terms, unless terminated in accordance with these Terms or such SOW or if either party provides a written notice of non-renewal of such SOW at least thirty (30) days prior to the expiration of the then current term to the other party.

Contractor shall have the right to terminate any SOW by written notice to Customer at any time if Customer fails to comply with any material provision of these Terms or any SOW and Customer does not cure such breach (i) within fifteen (15) days of written notice from Contractor in the case of any failure to make any payment, or (ii) within sixty (60) days of written notice from Contractor in the case of any other failure to comply. To the extent the sixty (60)-day cure period only applies, Contractor cannot withhold or suspend services scheduled to be performed during such sixty (60) day cure period.

Customer shall have the right to terminate any SOW by written notice to Contractor at any time if Contractor breaches any of its material obligations hereunder and does not cure such breach within sixty (60) days of written notice from Customer of such breach.

In the event of termination of an SOW, Customer shall pay Contractor (i) all amounts related to such SOW due through the effective date of the termination, (ii) any monies due for regular monthly scheduled maintenance related to such SOW, (iii) any monies due for Services related to such SOW performed on or prior to the effective date of the termination, and (iv) any other amounts or fees set forth in such SOW (including, but not limited to, any termination fees). Contractor shall not be entitled to payment for any Services provided pursuant to such SOW that were not performed substantially in accordance with the specifications and provisions of such SOW.

SECTION 4 – RIGHT TO REMEDY:

In the event Customer becomes dissatisfied with the Services, Customer must notify Contractor of such deficiencies in writing. Within sixty (60) days of written notice from Customer of Customer's dissatisfaction, Contractor has the right to remedy all deficient Services to the satisfaction of Customer's reasonable expectations and within the parameters of the SOW deliverables and acceptable industry practices.

SECTION 5 – LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES:

Contractor shall not have any liability related to any of the following:

(i) Death or decline in plant materials (a) due to improper selection, placement, or planting, or (b) not provided by Contractor;

(ii) Damage or disease due to (a) improper irrigation not under the control of Contractor, (b) lack of water, or (c) irrigation in accordance with irrigation restrictions;

(iii) Exposed cables/wires or irrigation components/lines normally located below the surface;

(iv) Flooding, storm, snow, wind, fire, lightning, cold, pandemic or other Act Of God or similar causes;

(v) Damage caused by or to any item hidden in the landscape and not clearly guarded or marked; and

(vi) Damage due to vandalism.

In no event shall either party be liable to the other for any special, incidental, indirect, consequential or contingent damages whatsoever, including, without limitation, loss of profits, injuries to property, whether or not such party has been advised of the possibility of such a loss, or whether the claim is for breach of contract, tort, breach of warranty, negligence or otherwise. The essential purpose of this section is to limit the potential liability of the parties arising out of these terms, the SOWs and the services provided thereunder. Customer acknowledges and agrees that its sole and exclusive remedy for any claim or damage arising from or otherwise related to these terms, any SOW or the services, whether in contract or in tort, shall be limited to the recovery of the lesser of: (A) The amount of actual direct monetary loss suffered by customer, or (B) The actual amount paid by customer to contractor for the specific services from which the customer's claim or damages allegedly arose during the shorter of (i) The term of the applicable SOW, or (ii) The three (3) month period prior to the date on which the subject breach allegedly occurred. Except for any warranties set forth in a written SOW, Contractor makes no representations or warranties, whether written, oral, express or implied, with respect to the Services, and each party hereby expressly disclaims any and all implied warranties, including the warranties of merchantability and fitness for a particular purpose. Customer acknowledges and agrees that Contractor would not enter into these Terms or any SOW for the consideration given by Customer but for the limitations of liability and damages contained in these Terms, and that the right to receive the Services in exchange for the limitations in these Terms and the other consideration given by Customer for the Services constitute a bargain that is fair and reasonable.

SECTION 6 – INDEMNIFICATION:

Customer shall protect, indemnify, defend and hold Contractor and its owners, members, managers, officers, independent contractors, employees, sub-contractors and agents (collectively, the "Contractor Parties") harmless from and against any and all claims, liabilities, demands, causes of action, losses or damages (including without limitation all liability for personal injury, property damage or commercial loss) and all costs and expenses (including without limitation attorneys' fees) (collectively, "Losses") incurred in connection therewith that may be asserted against or incurred by any of the Contractor Parties in connection with (i) Contractor's provision of the Services, (ii) Customer's breach of any SOW or these Terms, or (iii) any act, omission or misrepresentation of Customer or Customer's employees or agents.

Notwithstanding the foregoing, the parties agree that the Contractor is an independent contractor and that the Customer shall have no liability due to injury to the Contractor or Contractor's agents or employees, unless such injury was caused in whole or in part by the Customer's negligence.

SECTION 7 – PERMITS AND INSURANCE:

Contractor shall have any and all necessary permits, certificates and licenses required by the state and locality in which the property is located to perform the work set forth in each applicable SOW. Contractor shall produce and provide all such permits, certificates and licenses at the request of Customer to Customer or Customer's property manager. Furthermore, Contractor shall have all required Workman's Compensation Insurance coverage and Liability Insurance coverage (see below). Contractor also shall pay all local, state and federal taxes including sales and use taxes for the work set forth in each SOW. The parties agree that, at all times during the term of each SOW, Contractor will keep in force, with an insurance company licensed to do business in the state in which the property is located, the following policies:

Workers' Compensation Insurance: Coverage shall be provided as required by the state in which the property is located, subject to statutory limits, and Employer's Liability insurance with limits of no less than $100,000 per accident for bodily injury or disease.

Commercial General Liability Insurance: Coverage shall be written on a form at least as broad as the Insurance Services Office (ISO) Form CG 00 01 covering Commercial General Liability on an "occurrence: basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Customer shall be covered by this policy as an Additional Insured on a primary and non-contributory basis, utilizing endorsements at least as broad as the combination of ISO Form CG 20 10 04 13 for Ongoing Operations and ISO Form CG 20 37 04 13 for Products and Completed Operations.

Commercial Automobile Liability Insurance: Coverage shall be written on a form at least as broad as ISO Form CA 00 01, covering any automobile owned or hired by Contractor as well as non-owned automobiles used in connection with any SOW, subject to combined single limit of no less than $500,000. Customer shall be covered by this policy as an Additional Insured on a primary and non-contributory basis.

All policies shall include a waiver of subrogation in favor of Customer and shall provide that coverage will not be canceled without thirty (30) days prior written notice to Customer. Coverage may be canceled without thirty (30) days prior written notice to Customer only if such policy is canceled due to Contractor's non-payment of policy premiums.

SECTION 8 – NOTICES:

Any notices or other communications required or permitted hereunder or in connection with any SOW shall be in writing, and shall be deemed effectively given on the date when personally delivered, sent by express courier, sent electronically, or deposited in the mail, registered or certified, postage prepaid, return receipt requested, addressed to the party to be served, to the applicable address set forth on the applicable SOW, unless such party has provided an updated address to the other party pursuant to the provisions of this section.

SECTION 9 – MATERIALS, TOOLS AND CLEAN-UP:

Contractor shall be responsible for the security and welfare of Contractor's tools, construction equipment, vehicles, machinery and materials (collectively, "Equipment") while on Customer's property. All Equipment shall be safely and properly used and stored while on Customer's property.

All debris and waste materials produced by Contractor in the performance of the Services ("Waste") will be removed at the end of each day before Contractor departs from the property, so long as the weather permits. Contractor shall keep Customer's and any adjoining property free from accumulation of any Waste. Additionally, during Contractor's course of engagement and solely with respect to the performance of its Services, Contractor shall maintain free, clear and unobstructed egress and ingress with respect to Customer's property.

At the completion of the applicable Services under each SOW, Contractor shall remove from Customer's property all Waste and Equipment, and return all affected areas of the property to a "broom clean" condition. If Contractor fails to diligently proceed with the clean-up set forth in the preceding sentence within three (3) business days after receipt of a properly delivered notice from Customer described such failure, Customer may proceed with such clean-up and Contractor shall be responsible for the reasonable fees paid by Customer for such clean-up.

SECTION 10 – OTHER SERVICES:

Any Services not stated in a written SOW can be accomplished by Contractor at an additional charge to be negotiated by the parties before such Services are performed. Contractor shall obtain Customer's prior written approval before commencing any Services not stated in a written SOW or any Services which will result in any additional charge to Customer not contemplated in a written SOW.

SECTION 11 – PROFESSIONAL DEMEANOR:

All of Contractor's employees shall each wear identifying shirts, jackets or vests while on Customer's property. A foreman will be on the job supervising Contractor's employees at all times. No employee of Contractor shall directly or indirectly accept payment or compensation for any Services from any homeowner that is not a customer covered under any SOW from Customer.

SECTION 12 – CERTAIN COMMUNICATIONS:

The Terms of this section shall only apply when Customer is a property manager. Customer shall set up a procedure for comments by the residents which will then be promptly transmitted to Contractor. All related communications from Contractor shall be submitted to the property manager.

SECTION 13 – EMERGENCIES:

Contractor agrees to respond to all emergency situations within twenty-four (24) hours, and all other situations within two (2) business days after notification thereof. Contractor will respond with either written or verbal acknowledgement of the situation and provide Contractor's "plan of action". In order to proceed with any "plan of action," Contractor must receive Customer's written approval to proceed on such basis.

SECTION 14 – NON-SOLICITATION:

Customer acknowledges that Contractor provides a valuable service by identifying and assigning personnel to perform the services hereunder. Customer further acknowledges that Contractor would be deprived of the benefits of its work force, and would experience substantial cost, if Customer were to hire, or contract with Contractor's personnel after they have been introduced to Customer by Contractor. Accordingly, Customer agrees that during the term of this Agreement and for twenty-four (24) months thereafter, neither Customer, nor any of its affiliates, successors, or assigns, shall recruit, solicit, hire, or otherwise contract directly, or indirectly with any personnel of Contractor who have been introduced to Customer by Contractor, or who are, or have been assigned to perform work for Customer hereunder. Notwithstanding the foregoing, Customer may contract with any of Contractor's personnel who: (i) had no previous direct contact with Customer; or (ii) have responded to a general, publicly-available advertisement for employment.

To the extent Customer fails to comply with this obligation, Customer shall pay to Contractor an amount equal to two years compensation of such personnel, based on the current rate of compensation paid to such personnel by Contractor as of the last date services were performed for Contractor.

SECTION 15 – MISCELLANEOUS:

A. **Governing Law**. These Terms and each SOW shall be governed by, and construed and enforced in accordance with, the laws of the state and locality in which the property is located, without regard to the conflict-of-laws provisions of such state.
B. **Dispute Resolution/Arbitration**. If a controversy, claim or dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before reporting to arbitration. Each of the parties shall pay one half of the American Arbitration Association mediation fees including the fees charged by the mediator. Each of the parties shall bear their own attorney's fees in the mediation. **THE PARTIES FURTHER AGREE THAT ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR BREACH THEREOF, THAT IS NOT RESOLVED THROUGH THE MEDIATION AS PROVIDED FOR THE IMMEDIATELY PRECEDING PARAGRAPH SHALL BE SETTLED BY BINDING ARBITRATION IN THE COUNTY AND STATE IN WHICH THE PROJECT IS LOCATED, IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT. THE ARBITRATOR SHALL BE AN ATTORNEY ADMITTED TO PRACTICE LAW IN THE SPECIFIC STATE IN WHICH SERVICES ARE PROVIDED, WITH AT LEAST FIFTEEN (15) YEARS OF BUSINESS LAW EXPERIENCE. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE**

FINAL AND NON-APPEALABLE AND MAY BE ENTERED AS A FINAL JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. THE AWARD OF THE ARBITRATOR SHALL BE IN THE FORM OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND SHALL SET FORTH IN DETAIL THE LEGAL AND FACTUAL BASIS OF THE DECISION.

C. **Attorneys Fees and Costs.** The prevailing party in any arbitration or legal action (except for mediation as provided for in the immediately preceding) shall be entitled to an award of its attorney's fees and costs including the fees charged by the American Arbitration Association and the arbitrator. Each of the parties acknowledges and agrees that by entering into this Agreement and this arbitration provision that it is giving up its rights to trial by judge and jury and giving up its right to appeal.

D. **Relationship of Parties/Independent Contractor.** Contractor is an independent contractor of Customer, and these Terms and the SOW(s) shall not be deemed to create a partnership, joint venture or employment relationship.

E. **Force Majeure**. Contractor will not be liable or responsible to Customer for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure". The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome..

F. **Non-Waiver/Modification of Agreement.** Failure by a party to require performance by the other party or to claim a breach shall not be construed as a waiver of any right. These Terms shall be binding upon, inure to the benefit of, and be enforceable by Customer, Contractor and Contractor's respective legal representatives, successors and permitted assigns. Unless otherwise provided by these Terms, Customer and Contractor may not change or modify these Terms except by a writing making specific reference to these Terms signed by both parties.

G. **Assignment**. Customer shall not assign these Terms and/or any SOW without the prior written consent of Contractor which shall not be unreasonably withheld or delayed.

H. **Integration.** The SOW(s) and these Terms represent the entire agreement between Customer and Contractor with regard to the subject matter therein and hereof, and supersede and terminate all prior oral or written agreements, understandings and/or representations between the parties. If there is a conflict between the terms of these Terms and any SOW, these Terms shall control. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid and binding.

I. **Survival of Terms.** The provisions of these Terms shall survive any termination of any SOW.

J. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

K. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CLIENT	**CONTRACTOR:** _____
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

Please review our proposal and terms and conditions carefully, and do not hesitate to call with any questions and/or comments you may have.

If you find this proposal acceptable, please sign where indicated and return to us. You may email back your proposal as well to contracts@greenscapesfl.com

Thank you again for your consideration.

Sincerely,

Linda Nelson

By _____	**By** _____
Kristi Dean Fogle	
Date _____	**Date** _____
Greenscapes of Southwest Florida	**Star Hospitality Management**

Invoices:

☐ Please send invoices via email _____

☐ Please send invoices using US mail

Billing Address on Invoices:

_____

_____

_____

_____

Billing Contact:

Name: _____

Phone: _____

Email: _____