PREMIER LANDSCAPE Management
A Division of Florida Landscape Management Companies, Inc.

Proposal #7239

Date: 11/2/2026

PO #

Customer:	Property:
Sherry Danko Star Hospitality Management, Inc. 26530 Mallard Way Punta Gorda, FL 33950	Magdalena Gardens Condominium Association 240 W End Dr Punta Gorda, FL 33950

Service Agreement & Maintenance Contract Jan 1st 2026 - Dec 31st 2028 - Renewal Rev.1

Premier Landscape Management is pleased to submit the following Maintenance Proposal for your consideration. Please review this contract and we look forward to continue servicing your property.



Fixed Payment Services

Description of Services	Number of Occ.	Cost per Occ.	Annual Cost
Turf and Regular Maintenance			
Mowing, Trimming, Edging & Blowing	40	$704.55	$28,182.00
Turf Fertilization, Weed, Disease, & Insect Control Application	5	$1,513.45	$7,567.25

Bed / Hardscape Weed Control			
Weed Control	18	$562.40	$10,123.20
Shrub and Ornamental Maintenance			
Shrub Trimming	6	$2,833.53	$17,001.18
Shrub & Ornamental Fertilization, Fungus, & Insect Control	4	$811.45	$3,245.80
Tree Maintenance			
Palm Trimming	1	$2,017.09	$2,017.09
Oak Trimming	1	$2,017.09	$2,017.09
Irrigation Maintenance Program			
Irrigation Inspection	6	$206.18	$1,237.08
		Annual Maintenance Price	**$71,390.69**

Services

Mowing, Trimming, Edging & Blowing

- Turf areas will be mowed every seven (7) days from May 1st through October 31st, and every fourteen (14) days from November 1st through April 30th.
- Hardscape edging, including driveways, patios, and sidewalks, will be completed during each service. Softscape edging, including landscape and tree beds, will be performed every other service.
- String trimming within mowing areas will also be completed during each service to maintain a neat and uniform appearance.
- All debris will be blown off driveways, sidewalks, and streets during each visit.
- Fallen palm fronds shall be collected and removed from the property for offsite disposal.

Turf Fertilization, Weed, Disease, & Insect Control Application

- All common area turf will be treated with fertilizer, weed control products, insecticides, and disease management applications as part of this service agreement.
- A liquid 16-0-8 fertilizer mix will be applied from January through May and October through December. A liquid 0-0-16 fertilizer mix will be applied from June through September (blackout period) to supplement potash in place of nitrogen. In accordance with state and local laws and regulations, no liquid or granular fertilizer will be applied during the blackout period.
- Pre-emergent herbicides for crabgrass and broadleaf weed control will be applied from February through March, while post-emergent herbicides will be used throughout the year as needed for continued weed management.
- On-contact insecticides will be applied to control fleas, ticks, chinch bugs, and ants using a liquid application of Talstar. Fire ant control is not included in this service; however, a guaranteed one-year fire ant application program is available for an additional charge. Residual insect control typically lasts 15–30 days, depending on rainfall and environmental conditions.
- Additional insect control treatments for chinch bugs, grub worms, mole crickets, fire ants, and sod webworms are available at an additional cost.
- Turf will be treated with fertilizer, weed control products, insecticides, and disease management applications as part of this service agreement.
- A 16-0-8 fertilizer blend will be applied from January through May and October through

December to promote healthy turf growth and recovery during active growing periods and a 0-0-24 blend from June through September. In accordance with state and local regulations, no nitrogen-based fertilization will be applied during the summer blackout period (April through September), with nutrient applications adjusted as required to maintain turf health and comply with applicable guidelines.

- Pre-emergent herbicides for grassy and broadleaf weed prevention will be applied between February and March. Post-emergent herbicides will be used as an spot treatment throughout the year as needed to provide ongoing weed control based on site conditions and weed pressure.
- On-contact insecticides will be applied to control common turf pests, including fleas, ticks, chinch bugs, armyworms, and nuisance ants.
- Blanket preventative applications targeting specific insects can be completed at an additional cost.

Weed Control

- Softscape areas, including mulch and stone beds, will be treated for weed control as part of this service. Hardscape areas, including driveways, sidewalks, and road surfaces, will also be treated to prevent and eliminate weed growth.
- Weed control will be achieved using a combination of methods, which may include pre-emergent chemical sprays or granular applications, post-emergent chemical treatments, and mechanical removal as needed.
- Weed control within turf areas or inside lanais is not included in this service.

Shrub Trimming

- Shrubs and plants will be pruned, trimmed, and shaped as part of each service.
- All debris generated from this service will be removed and recycled. Debris will not be mulched back into landscape beds or turf areas. Mulch and stone beds will be cleaned during each service to maintain a neat and attractive appearance, including blowing out and removing debris from the base of all shrubs.
- Pygmy Date Palms will be trimmed during each service.
- Crape Myrtles are not included in this service but can be trimmed for an additional charge. Shrubs and plants in pots or inside lanais are not included in this service.

Shrub & Ornamental Fertilization, Fungus, & Insect Control

- A 8-2-12 fertilizer blend will be applied to ornamental plant material. In accordance with state and local regulations, no fertilizer applications will be made during the summer blackout period (June through September), with applications adjusted as needed to maintain plant health and comply with applicable guidelines.
- Insecticides will be applied to manage common ornamental pests, including mealybugs, aphids, scale, and other similar insects. Fungicide applications will be used to control and suppress plant diseases such as leaf spot, sooty mold, and related conditions as site conditions require.
- Seasonal color plantings are not included in this service.

Palm Trimming

- Approximately forty (±) palms located within the designated service areas.

- Palms shall be trimmed to achieve a uniform “9 and 3 o’clock” appearance.
- All seed pods shall be removed during the trimming process.
- Palm heads shall be shaved to remove remaining boots as part of the service.
- All debris associated with this service will be removed and disposed of offsite.
- Service does not include self-cleaning palms.

Oak Trimming

- A total of approximately thirty-four (±) hardwood trees shall be trimmed during each scheduled service visit.
- Trees include oak, mahogany, red maple, gumbo limbo, and black olive.
- Hardwood trees shall be trimmed annually to provide clearance for vehicles, pedestrians, and mowing equipment.
- Additional trimming shall incur an extra cost.
- All resulting debris shall be removed and disposed of offsite.

Irrigation Inspection

System Activation and Inspection

- Activate each irrigation zone in the existing system.
- Visually inspect all irrigation zones for proper operation and identify any damaged or malfunctioning sprinkler heads.

Sprinkler Head Maintenance

- Clean and adjust sprinkler heads that are not functioning properly (e.g., clogged nozzles, improper spray patterns, or misalignment).
- Note and report any sprinkler heads or components that required replacement.

Valve and Valve Box Inspection

- Inspect all accessible valves and valve boxes.
- Report any valves, valve boxes, or wiring components that appear damaged or in need of repair.

Scheduling and Seasonal Adjustment

- Adjust the irrigation controller and watering schedule as needed, based on current climate and seasonal conditions to optimize water efficiency.

Reporting

- Provide a written irrigation inspection report to the community manager after each inspection.
- The report will include:
    - A summary of observed defects or deficiencies.
    - Recommended repairs and associated costs.

Repair Authorization

- Minor irrigation repairs, including pop-up spray heads, rotors, nozzles, micro-jets, and similar components, will be addressed during scheduled inspections, with labor included and parts billed as applicable. Any “call-in” or unscheduled service requests for these same repairs performed outside of the scheduled inspection will be billed for both

labor and materials.

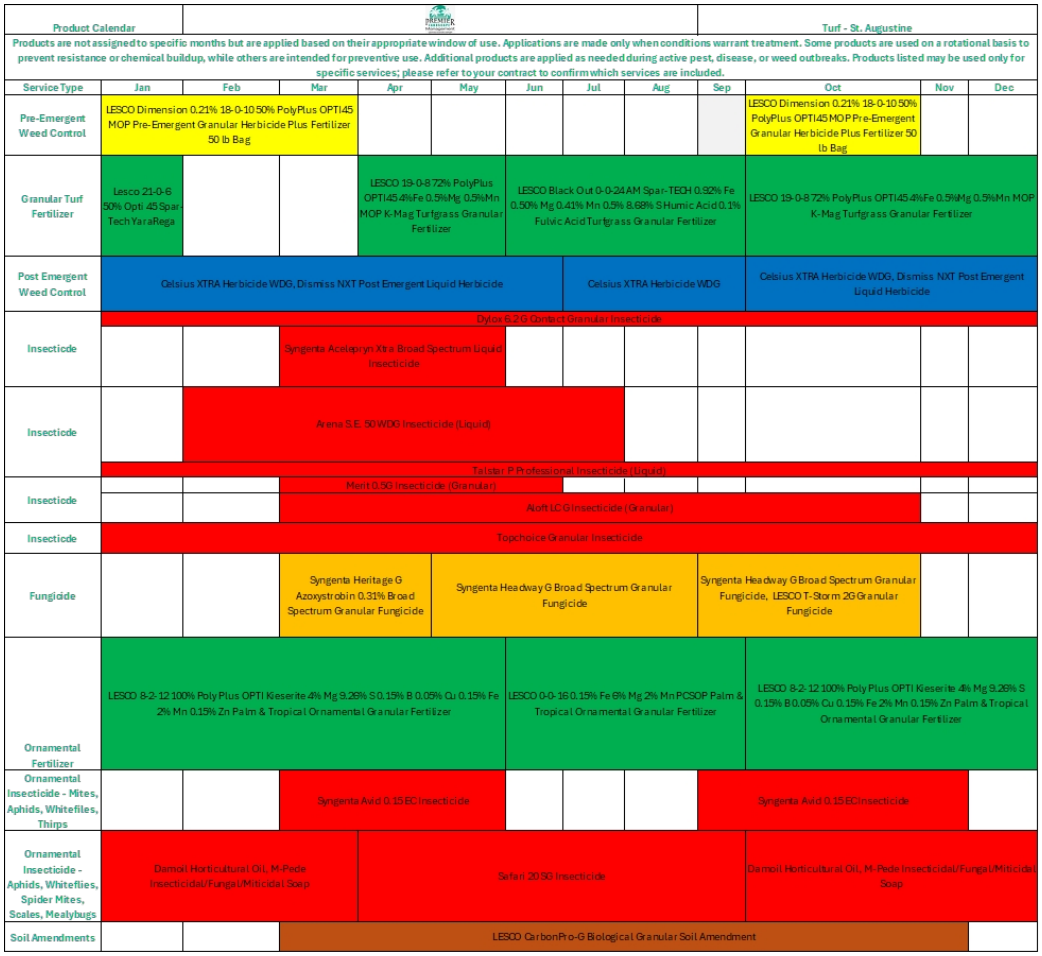
- Major repairs, including but not limited to work exceeding routine maintenance and minor component replacement, will be itemized and submitted for approval prior to the commencement of work.

Payment Schedule

Schedule	Price	Sales Tax	Total Price
January	$5,949.22	$0.00	$5,949.22
February	$5,949.22	$0.00	$5,949.22
March	$5,949.23	$0.00	$5,949.23
April	$5,949.22	$0.00	$5,949.22
May	$5,949.22	$0.00	$5,949.22
June	$5,949.22	$0.00	$5,949.22
July	$5,949.22	$0.00	$5,949.22
August	$5,949.22	$0.00	$5,949.22
September	$5,949.22	$0.00	$5,949.22
October	$5,949.22	$0.00	$5,949.22
November	$5,949.22	$0.00	$5,949.22
December	$5,949.22	$0.00	$5,949.22
	$71,390.65	**$0.00**	**$71,390.65**

2027 Proposed Service Schedule for Magdalena Gardens

Item #	Service	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	# of Services	Rate/Service	Monthly Installment	Annual Cost	Cost Service Per Unit	Cost Month Per Unit	Annual Cost Per Unit
1	**Mow, Line Trim,Edge, & Blow Hard Surfaces**	2	2	2	4	4	5	4	5	4	4	2	2	40	704.55	2,348.50	28,182.00	7.83	26.09	313.13
2	*Edge Drive Ways, side Walks, and all other hard surfaces*	2	2	2	4	4	5	4	5	4	4	2	2	40	Included in #1	-	-	-	-	-
3	*Edge Mulch Beds*	1	1	1	2	2	2	2	2	3	2	1	1	20	Included in #1	-	-	-	-	-
4	**Turf Application**	1	-	1	-	1	-	1	-	-	1	-	-	5	1,513.45	630.60	7,567.25	16.82	7.01	84.08
5	*Turf Fertilization*	1	-	1	-	1	-	-	-	-	1	-	-	4	Included in #4	-	-	-	-	-
6	*Turf Pre-Emergent Weed Control*	1	-	1	-	-	-	-	-	-	-	-	-	2	Included in #4	-	-	-	-	-
7	*Turf Post-Emergent Weed Control*	1	-	1	-	1	-	1	-	-	1	-	-	5	Included in #4	-	-	-	-	-
8	*Turf Insecticides*	1	-	1	-	1	-	1	-	-	1	-	-	5	Included in #4	-	-	-	-	-
9	*Turf Disease Control*	1	-	1	-	1	-	1	-	-	1	-	-	5	Included in #4	-	-	-	-	-
10	**Weed Control**	1	1	1	1	2	2	2	2	2	2	1	1	18	562.40	843.60	10,123.20	6.25	9.37	112.48
11	**Shrub Trimming**	1	-	1	-	1	-	1	-	1	-	1	-	6	2,833.53	1,416.77	17,001.18	31.48	15.74	188.90
12	**Shrub Application**	-	1	-	1	-	-	1	-	-	1	-	-	4	811.45	270.48	3,245.80	9.02	3.01	36.06
13	*Shrub Fertilization*	-	1	-	1	-	-	-	-	-	1	-	-	3	Included in #12	-	-	-	-	-
14	*Shrub Insecticides*	-	1	-	1	-	-	1	-	-	1	-	-	4	Included in #12	-	-	-	-	-
15	*Shrub Disease Control*	-	1	-	1	-	-	1	-	-	1	-	-	4	Included in #12	-	-	-	-	-
16	**Palm Trimming**	-	-	-	-	-	-	-	-	-	-	1	-	1	2,017.09	168.09	2,017.09	22.41	1.87	22.41
17	**Oak Trimming**	-	-	-	-	-	-	-	-	-	-	1	-	1	2,017.09	168.09	2,017.09	22.41	1.87	22.41
18	**Irrigation Inspection**	-	1	-	1	-	1	-	1	-	1	-	1	6	206.18	103.09	1,237.08	2.29	1.15	13.75
All proposed service schedules can change due to weather, labor shortages, holidays, or any unforeseen circumstances.															**Totals**	**5,949.22**	**71,390.69**	-	**66.10**	**793.23**
*Blackout Period - Nitrogen is Prohibited.																				



Emergency and Storm Protocol

1. Irrigation Emergency Protocol

In the event of an irrigation emergency (e.g., irrigation is running and will not shut off):

- After-hours or weekend water-related emergencies:
- Call our office: (941) 255-8635.
- Follow the instructions from the automated attendant and leave a voicemail when prompted.
- Be sure to include the following in your message:
    - Your full name.
    - Your property address.
    - A brief description of the emergency.
- You will receive a return phone call within 30 minutes.

2. Storm-Related Emergency

In the event of a storm-related emergency (e.g., fallen trees on homes, debris blocking

roadways, or other hazards):

- Call our office: (941) 255-8635.
- Follow the instructions from the automated attendant and leave a voicemail when prompted.
- Be sure to include the following in your message:
  - Your full name.
  - Your property address.
  - A brief description of the emergency.
- You will receive a return phone call within 30 minutes.

3. Requesting Storm Cleanup Services

For routine post-storm cleanup (non-emergency):

- The Community Association Manager (CAM), Landscape Committee, Board Members, or any designated party may contact their Property Manager directly to request services.

4. Storm Cleanup

After a storm occurs, we inspect all properties and dispatch resources in the following order:

- Immediate/Emergency Service - Remove downed trees, limbs, and obstacles that are impeding access to/from properties.
- Secondary Service - Remove downed trees, limbs, and obstacles that are an immediate threat to buildings and property.
- Low Priority - Removal of storm debris from turf, landscape beds, and all other areas of the property.

Storm Cleanup Rates Are as Follows:

- Standard Labor: $55.00 per man-hour
- Overtime Labor: $82.50 per man-hour
- Material Disposal: $15.00 per cubic yard
- Equipment Rentals: Based on local rental agency rates at the time of rental.

Terms & Conditions

1. It is agreed by both parties that all work performed under the terms of this service agreement shall be performed on a routine schedule sensitive to the overall needs of the property. It is further understood that all work shall be performed in a professional manner in accordance with generally accepted horticulture principles.

2. *Florida Landscape Management Companies, Inc. dba Premier Landscape Management* (the ***"Contractor"***) shall furnish, upon request, evidence of general liability insurance in the amount of $ 2,000,000, property damage insurance and Workman's Compensation insurance. The contractor shall maintain all licenses and permits pursuant to requirements established by applicable governing authorities.

3. The ***Contractor*** shall comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of 9-24-65, the Americans with Disabilities Act and all other equal opportunity employment legislation.

4. It is expressly understood that the ***Contractor*** shall assume no responsibility nor liability for personal injury or property damage resulting from an accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and all other paved or grassy surfaces between scheduled visits by maintenance crews. Further, the ***Contractor*** shall not be liable for any consequential or incidental damages which may be sustained by the owner arising out of or from the ***Contractor's*** services.

5. The ***Contractor*** shall reimburse Owner for damages to personal or real property occurring as a direct result of negligent contractor activity. Reimbursement shall occur only if the Owner had previously taken the necessary steps to reasonably protect such damage. Notification of damage must be made to the ***Contractor*** in a timely manner and the ***Contractor*** shall be provided an opportunity to inspect and, if possible, repair the damage.

6. This agreement may be cancelled by either party by giving no less than thirty (30) days prior written notice. If notice is not given thirty (30) days prior to the first of the month contractor shall be entitled to the total monthly installment.

7. All amounts billed by the ***Contractor*** shall be payable on receipt and shall accrue interest at the rate of eighteen percent (18%) per annum beginning fifteen (15) days FROM THE DATE ON THE BILL FOR SERVICE. **All sums due the *Contractor* shall be due and payable in Charlotte County Florida at its address set forth below.**

8. *Attorneys' Fees and Costs.* In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement, or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees costs due to it.

9. *Recoverable Costs.* The reasonable costs that the ***Contractor*** shall be entitled to recover pursuant to this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non- evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred in connection with the dispute.

10. Service agreements shall remain in-effect for Two Years, (24-months).

11. THESE GENERAL CONDITIONS SHALL BE INCORPORATED BY REFERENCE INTO ANY INVOICE FOR SERVICES SUBMITTED BY THE **CONTRACTOR**.

12. This agreement shall be cancelable for cause. In the event contractor becomes deficient in Service's based on acceptable industry standards and this agreement. Client agrees to notify contractor in writing by certified mail, this agreement shall be terminated thirty (30) days from that date.

13. Client Agrees to reimburse ***Contractor*** for services provided during the contract period and **not** fully paid for with the monthly installment plan.

14. The ***Contractor*** is not responsible for unmarked utilities of any kind.

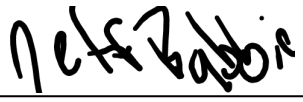
15. The ***Contractor*** installed plant material, workmanship and hardscapes are guaranteed for 60 days. Palms & trees are guaranteed for 180 days. All guarantees/warranties are void if not properly cared for, irrigated, or damaged by weather, vandalism, or acts of God. The ***Contractor*** does not warranty transplanted material.

16. If required, homeowners must provide the ***Contractor*** written approval from their association and or local city/municipality before any work is to begin.

17. *Tree Removal*: Homeowner/association must apply for and post any required permits from the requiring municipalities. For the City of Punta Gorda, https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit. For Charlotte County, https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/Tree-Permit-Application.pdf. For Sarasota County,

https://www.scgov.net/home/showpublisheddocument/34284/636843751802330000 For the City of North Port, https://www.northportfl.gov/home/showpublisheddocument/25208/637963240765900000 For Lee County, https://www.leegov.com/dcd/Documents/ES/Apps/VEG.pdf

18. *Construction/Project Payment Terms: A deposit may be required. Payment is required upon completion of project.*

By		**By**	
	Jeff Babbie		
Date	11/2/2026	**Date**	
	Premier Landscape Management		**Magdalena Gardens Condominium Association**