

# LAWN SERVICE LANDSCAPING AGREEMENT

## PARTIES

- This Lawn Service Landscaping Agreement (hereinafter referred to as the "Agreement") is entered into on 5/17/2023 (the "Effective Date"), by and between Nathan's Outdoor Services LLC, with an address of 1225 S. Gadsden St., (hereinafter referred to as the "Landscaper") and Pine Dove Farm Homeowner Association, with an address of PO BOX 12412, Tallahassee, FL 32317, (hereinafter referred to as the "Client") (collectively referred to as the "Parties").

## PROPERTY

- The location of the property where the Landscaper will perform his/her services is at 5256 Wild Goose Rd, Tallahassee, FL 32311.
- The Client warrants that he/she owns the property and/or holds the authority to engage the Landscaper in such activity.

## TERMS

- This Agreement shall be effective on the date of signing this Agreement and has an indefinite term. For either party to terminate the agreement, a 90-day notice will need to be provided to the other party. Any proposed amendments regarding "price and payment" will require a 90-day notice prior to the proposed effective date.

## SERVICES

- The Parties agree that the Landscaper shall perform the following landscaping services at the site of the property:
  1. Maintain garden areas at neighborhood entrance by
    - weeding beds and trimming bushes/ trees as needed
    - Mulching beds as needed
  2. Mow high traffic areas including neighborhood entrance, farm parking lot and drainage ditches front both parks at a frequency of once weekly, April - October, and biweekly November - March.
  3. Mow low traffic areas including surrounding area of 3 retention ponds, 2 wooded parks and drainage ditches front undeveloped lots biweekly, April - October, and once monthly November - March.
  4. Mow neighborhood trails as needed, with a minimum frequency of once monthly.

### **PRICE AND PAYMENT**

- The Client agrees to compensate the Landscaper an amount of \$22,000 per year, paid in equal monthly payments. An invoice will be sent to the client at the end of each month. The first invoice will be prorated if the term starts after the first of the month.
- The Parties agree that in the event that the invoices are not paid within thirty days of receiving them, landscaper services will pause until payment is received.

### **RESPONSIBILITIES OF THE CLIENT**

1. To provide a clear image or map of the boundaries of the property to assist the Landscaper in not encroaching on another property.

### **RESPONSIBILITIES OF THE LANDSCAPER**

1. To obtain any necessary permits to perform the services.
2. To clear the property of any debris upon the completion of the services each time.
3. To obtain liability insurance amounting to at least 1 million.

### **INDEMNITY**

- The Parties agree not to indemnify and hold one another harmless. This also applies to their affiliates, agents, officers, employees, and/or successors. The Parties in this Agreement in addition agree to assign against all (if any) claims, liabilities, damages, losses, penalties, punitive damages, expenses, any arising reasonable legal fees and/or costs of any kind or any amount that may arise. This includes, but is not limited to, any amount which may result from the negligence of or the breach of this Agreement by the Party that is indemnified, its successors and assigns that occurs in terms of this Agreement.
- This section will remain in full force and tact as well as effect, even upon the termination of the Agreement naturally or the early termination by either of the Parties.

### **LIMITATION OF LIABILITY**

- Under no circumstances will either Party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of, or relating to, this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach.

### **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of Florida.

### **ALTERNATIVE DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of Florida.

### **AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- Accordingly, any amendments made by the Parties will be applied to this Agreement

### **ASSIGNMENT**

- The Parties agree not to assign any of the responsibilities in this Agreement to a third party, unless consented to by both Parties in writing.

### **ENTIRE AGREEMENT**

- This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

### **SEVERABILITY**

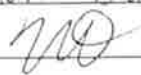
- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

### **SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

LANDSCAPER

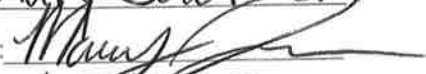
Name: Nathan Dudeck

Signature: 

Date: 5/23/23

CLIENT

Name: Mary Jackson

Signature: 

Date: 5/23/2023