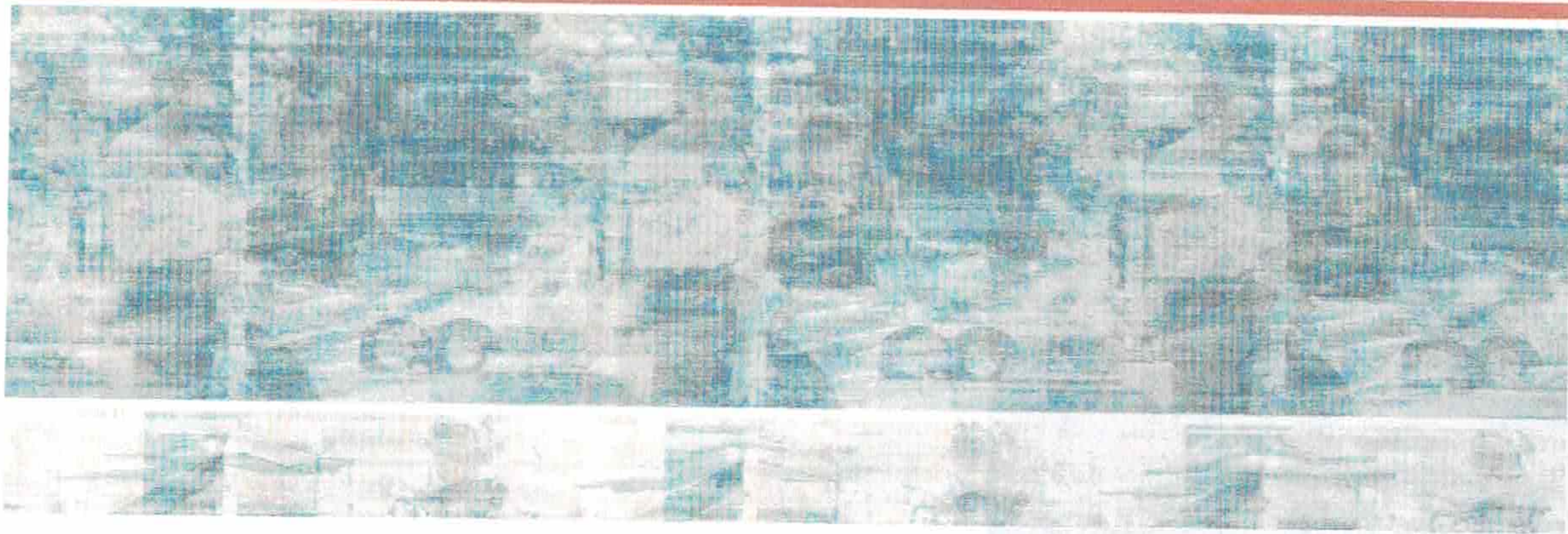


Property: Portside
 Maintenance Bid
 Date : 08/26/2024



General Manager: Matt Jones
 Phone Number: 432-999-0097
 Email: mattheu.jones@uslawns.net



Labor	Workers	Hrs/Visit	Visits	Total
General Maintenance weekly service (Growing Months March through October) INCLUDES: 26 Lawn mowings Blade Edging Trimming around obstacles Blowing debris off of hard surfaces Clean up of small debris in lawn area as necessary Pruning all shrubs	5.00	6.00	26.00	\$39,000.00
General Maintenance weekly service (Non-Growing Months November through February) INCLUDES: 10 Lawn mowings Blade Edging Trimming around obstacles Blowing debris off of hard surfaces Clean up of small debris in lawn area as necessary Pruning all shrubs	4.00	6.00	10.00	\$13,200.00
Labor Total:				\$52,200.00

Chemical	Visits	Total
Chemical Application - Apply appropriate quantities of fertilizer pre-emergent post-emergent (Crabgrass Control, Broadleaf Control) insecticides	10.00	\$5,600.00
		\$5,600.00

Irrigation	Visits	Total
		\$0.00
		\$0.00

Additional Services	QTY	Total
Mulch - 1 Application		\$7,500.00
		\$7,500.00

Total with Additional Services

MONTHLY

\$65,300.00

\$5,441.67

LANDSCAPING NOTES

Maintenance includes:

- 1.) Weekly lawn mowing, weed whipping, pavement blowing, mechanical edging as needed
- 2.) Weed control to include: weeding by hand and application of herbicides as needed..
- 3.) Tree and shrub pruning, shaping, and maintenance, as needed.
- 4.) Debris and trash picked up during weekly maintenance will be removed from the property
- 5.) Mulch/Pinestraw- Early Spring (February 20-28)/ Early Fall (October 1-8)
- 6.) Irrigation system: Spring Start up in early April.
Seasonal Adjustment and inspection twice in summer, once in the fall.

MAINTENANCE SCHEDULE

MONTH	MOW	PRUNE/TRIM	EDGE	WEED EAT	LOW / TRASH
January					1x
February	2x	2x	1x		2x
March	2X	2X	1x	2x	2x
April	4X	4X	2x	4x	4x
May	4X	4X	2x	4x	4x
June	4X	4X	2x	4x	4x
July	4X	4X	2x	4x	4x
August	4X	4X	2x	4x	4x
September	4X	4X	2x	4x	4x
October	3X	3X	2x	3x	3x
November	2X	2X	2x	2x	2x
December	2x	2x			1x
TOTAL OCCURANCES / YEAR	35 Cuts	Weekly	Bi Weekly	Every Visit	Every Visit

OUR STORY

Since 1986, U.S. Lawns has led the commercial grounds care industry by providing local, hometown service, backed by the operational support of a national company. We focus solely on commercial properties, serving property managers and business owners, promising national caliber professionalism coupled with local responsiveness. We're just like you: managers and small business owners. Leaders in our community. We understand the challenges you face.

MEET OUR OWNER

Richard Maddox is the local owner/operator of the U.S. Lawns Bay County, FL Territory. He brings with him all the benefits, experience, and power of our brand. At U.S. Lawns we strive for one goal above all else, 100% Customer Retention. With 10 years of experience in the service industry Richard understands the importance of this and is fully committed to your satisfaction.

IRRIGATION AND LANDSCAPE DISCLAIMER:

*Damage caused by **Acts of God**, abnormally low temperatures (below 32 degrees F), **abuse** by others, **neglect by the owner**, and/or **damage caused by criminal mischief** is not covered.

Additional Services:

Irrigation Repairs: \$150.00 1st hour and every additional man hour @ \$ 65.00

UNFORESEEN CIRCUMSTANCES CLAUSE:

In the course of our work there are times when unforeseen circumstances arise that were not part of our original estimate (this is a rare occasion). When this occurs we will provide a written estimate for any additional work believed to be necessary in order to complete the original estimate and will only be completed upon approval by the Manager

PRICING:

Pricing is good for 1 year (52 weeks)

This Contract can be renewed up to 3 years with a 4% price increase on the third year.

LEGAL TERMS

U.S. Lawns shall perform in accordance with the written terms and specifications contained or referred to in the Landscape Maintenance Proposal / Agreement, Exhibits, or other written documents or drawings attached to the Agreement. U.S. Lawns reserves the right to renegotiate the contract when the price or scope of work is affected by changes to any local, state, or federal law, regulation, or ordinance that goes into effect after the Agreement is signed.

-Biohazards / Hazardous Materials

Unless specifically included in the scope of work U.S. Lawns shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards or considered hazardous materials on the Customer's property. This includes, but is not limited to, items such as hypodermic needles, items containing bodily fluids, clothing or materials used in the process of cleaning up bodily fluids, or items that may be considered hazardous.

-Pest Control / Fertilization

If included in the scope of the Proposal / Agreement U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use and affirmed for that use by the appropriate State Government. MSDS product information will be available for all applications performed. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

-Irrigation

Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants: Water bans issued by governing bodies

- * Failure of irrigation systems beyond U.S. Lawns' control
- * Failure of Customer to maintain irrigation system in effective working condition
- * Refusal to irrigate for needs of plants
- * Power failures beyond U.S. Lawns' control
- * Unavailability of sufficient and suitable water for irrigation of any reason

-Subcontractors

U.S. Lawns reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

-Access to Jobsite

Customer shall furnish access to all parts of jobsite where U.S. Lawns is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

-Assignment

The Customer and U.S. Lawns respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this agreement. Neither the Customer nor U.S. Lawns shall assign or transfer any interest in this Agreement without written consent of the other party.

-Disputes

This Agreement shall be governed by and construed in accordance with the laws of the state where the Contract Duties are to be performed. In the event of any action for breach of or to enforce or declare rights under any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, to be paid by the losing party.

Billings for additional work performed for the Customer, outside the scope of this Agreement, shall be invoiced upon completion. All billings are due and payable thirty (30) days following the date of the invoice. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of the invoice. This represents an annual rate of 18%. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Customer agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts. If the Agreement is not terminated pursuant to the termination provisions of this Exhibit, or not terminated by either party thirty (30) days prior to the expiration of the term of the Agreement, the Agreement shall be automatically extended for additional one year periods.

For the convenience of the Customer only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Customer through the date of the termination. Substantial portions of the work for the year may be performed in the early months of each year of the Agreement including potentially significant mobilization costs in start-up.

SERVICE DEFINITIONS

Tree Pruning - Trees shall be pruned to remove dead, diseased and cross branches, to improve light and air circulation within canopy.

Tree and Shrub Fertilization - The application of an appropriate fertilizer to promote the health and vigor of selected trees and shrubs on the property.

Plant Health Care - The application of an appropriate product to control any pest issues which threaten the health and vigor of selected trees and shrubs on the property.

Turf Pre-Emergent - The application of pre-emergent weed control products to the turf areas, based season and turf type.

Fertilize Turf - Turf areas will be fertilized with the proper blend of fertilizer based on the turf type

Turf Post-Emergent - The application of post-emergent weed control products to the turf areas, based on the season, target weeds, and turf type.

Turf Insect Control - The application of insect control products to the turf areas based on the season and target pest.

Turf - Lime - The application of lime to the turf areas, based on the soil analysis pH level.

Core Aeration - Soil plugs shall be removed in turf areas to promote turf vigor. Equipment used depends on turf area, turf health, and soil types.

Over-Seed - Incorporation of proper seed type into selected turf to promote turf density

Turf Fungicide - The application of fungicide for the control of diseased turf areas based on the season and the target disease.

Trench Edge Beds - To create a definitive edge between the turf and bed areas. This service shall be performed in conjunction with a mulch installation.

Install Mulch - An agreed type of mulch (hardwood, colored mulch, pine needles, granite or other specified material) shall be applied to all planting beds currently mulched to a specified depth or quantity. Care will be taken to avoid excessive mulch build up.

Seasonal Color Install - The process will include the removal of existing annual color plants, the cultivation, and addition of fertilizers, plant health products, mulch and water.

Irrigation Inspections - Irrigation systems will be checked for proper operation. Minor adjustments will be made as necessary. Any other repairs will be made on an agreed upon basis at an additional charge.

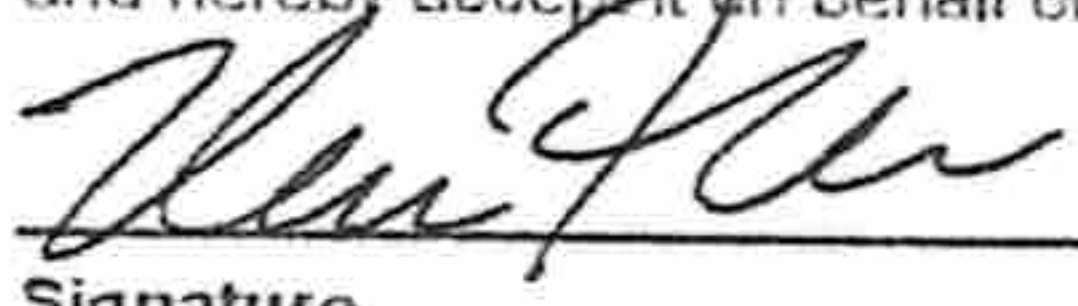
Irrigation Spring Start-up - Appropriate procedures will be performed to prepare the irrigation system for the season.

Irrigation Winterization - Appropriate procedures will be performed to prepare the irrigation system for the season.

Fall Clean Up - One time pruning and removal of growth on all declining perennials, and detailing declining annual beds to be performed once on the property.

ACCEPTANCE OF PROPOSAL:

The above price, maintenance specifications, and disclaimer are confirmed and hereby acknowledged. We welcome the opportunity to be of service and thank you for your consideration of our proposal. By signing and acceptance, I have read, understand, and agree to the foregoing Agreement and hereby accept it on behalf of the Customer.



Signature

1 Oct 2024

Date