



LANDSCAPE MANAGEMENT SERVICE AGREEMENT

15226 115th Avenue N. Jupiter, FL 33478
 (561) 743-1113 • Fax: (561) 747-8771

COMMERCIAL **RESIDENTIAL**

SERVICE LOCATION:

Name LEXINGTON LAKES CONDOMINIUM ASSOCIATION
 Address 3101 S.E. LEXINGTON LAKES DRIVE
 City STUART State FL Zip 34994
 Phone (772) 781-4102
 Development / Contact MAUREEN DORE
 E-mail address lexingtonlakes1@comcast.net

BILLING LOCATION:

Name SAME
 Address _____
 City _____ State _____ Zip _____
 Phone () _____
 Contact Name _____
 E-mail address _____

SERVICE PERFORMED

TYPE OF SERVICES

- Insect Control Turf Ornamentals
- Fertilizing Turf Ornamentals
- Fungus Treatment Turf Ornamentals
- Weed Control
- Fertilizer Application Granular Foliar

SPECIAL SERVICES

- Fire Ants Carpenter Ants White Footed Ants
- Rodent Proofing Control
- Fleas Ticks Mosquito Control
- Tree Spraying Citrus Tree Care
- Deep Root Injection Drenching Root Bud
- Lethal Yellowing Inoculation

Costs

FREQUENCY:

- Monthly Bi-Monthly Quarterly
- Semi-Annual Annual Other
- (See Addendum)

Cost Of Services \$ 22,000.00

Total Agreement Value: \$ _____

Amount Paid: _____

Balance Due: _____

SPECIFIC INSTRUCTIONS: SEE ADDENDUM

TERMS AND CONDITIONS:

1. Terra Tech Environmental Services, L.L.C. (TTES) agrees to provide service in accordance with the conditions stated above. 2. Customer agrees to pay TTES the amount stated above in U.S. funds within fifteen days of invoice date. 3. Customer agrees to accept service, and make the property accessible for service. 4. This contract is for an initial period of one year, thereafter it may be terminated by either party thirty days after written notice of cancellation to the other party. 5. Customer must notify TTES in writing in advance of treatment if customer or other occupants may be sensitive to pesticides. Customers and occupants assume the risk of services by TTES, and waive any claim against TTES based on such service. Customer further agrees to indemnify and hold TTES harmless from any and all claims, actions, judgments, costs, attorney's fees and losses resulting from service by TTES to the customer, in the absence of such notice. 6. Customer must inform TTES immediately at the onset of any sign of abnormality or deficiency in the landscape to insure prompt remedial treatment and avoid adverse effects. 7. TTES is not responsible for damage to or replacement of lawn, ornamental plants, shrubs or trees unless caused by its gross negligence. 8. TTES warrants all speciality services agreements for thirty days, unless otherwise noted in writing. 9. TTES is not responsible for customer's cultural practices, for soil borne diseases or PH levels. 10. The following are excluded from service plans: Lethal yellow, ganoderma butt rot, nematodes, palmetto weevil, pine borer beetle, bees, wasps, moths, flies, cycad scale, carpenter ants, white footed ants. Noxious weeds such as: Crab grass, carpet grass, goose grass and common Bermuda grass. Some of the above have no known curative treatment. Some may be prevented and some may be brought within control with specific treatment but there are no expressed warranties. 11. Noxious weeds are treated only on turf and not on bedded or paved areas. There is no warranty on weed control services. 12. Treatment does not include plants in patio or pool areas. 13. Interest at 1 1/2% per month will be charged on balances more than fifteen days past due, and customer agrees to pay all cost and collection, including reasonable attorney's fees. Venue of any action involving this agreement shall be in Palm Beach County, Florida.

[Signature] 9/2/18
 Customer Signature Date:

[Signature] 09/24/18
 TTES Representative Date:

ADDENDUM:

COST OF SERVICES:

FERTILIZATION:

TURF, ORNAMENTAL PLANTS AND TREES:

Two applications per year of slow release granular fertilizer will be applied according to seasonal requirements. \$5,500.00

PEST AND DISEASE CONTROL:

Bi-monthly treatment, to turf, trees and ornamental plant material foliar application includes supplemental nutrient package. \$1,600.00

WEED CONTROL:

Pre and Post emergent control application (two (2) times per year, includes a year-round, spot treatment, maintenance program. INCLUDED

FIRE ANT TREATMENT:

Once-a-year application. "Extinguish" Bayer brand, one-year warranty. \$1,440.00

YEARLY GRAND TOTAL:

\$22,000.00

Rich Martiney 09/24/18