

## SERVICE AGREEMENT

This Service Agreement (hereinafter, the "Agreement"), is dated as of 02/01/2024 (hereinafter, the "Effective Date"), and is entered into by and between the following parties:

Lexington Lakes COA of 3101 Lexington Lakes Dr. Stuart Florida 34994, 772-781-4102 and lexingtonlakes1@att.net (hereinafter, the "Client"),

and

Natural Designs Landscape Co of 713 Ancona Rd, Port St. Lucie, Florida 34953, 772-888-6444 and naturaldesigns.ls@gmail.com (hereinafter, the "Contractor").

### 1. SERVICES

During the term of the Agreement, Natural Designs Landscape Co shall perform the following services for Lexington Lakes COA (hereinafter, the "Services"):

- Work shall be ongoing. Maintenance of all grasses and vegetation within the property boundaries as described in "Attachment A" Scope of Work attached hereto and made part hereof.

### 2. PAYMENT AMOUNT AND METHOD

During the Term of the Agreement, the Client agrees to pay the Contractor as follows:

Regular payments of \$4,500.00 monthly.

Lexington Lakes COA agrees to pay, in addition to the principal and interest due hereon, all reasonable attorney fees, plus all other costs and expenses of collection and enforcement.

In addition to any other right or remedy provided by law, the failure of Lexington Lakes COA to pay for the Services when due shall be considered a material breach of this contract, and Natural Designs Landscape Co may terminate this Agreement and/or seek legal remedies.

Additional services maybe requested on an as needed basis and lump sum proposal



### **3. TERM**

This Agreement will commence on the Effective Date and will be automatically terminated on 01/31/2025, unless terminated earlier than provided herein, or unless extended by mutual agreement expressed in writing signed by both parties prior to the expiration of the Term.

### **4. INDEPENDENT CONTRACTOR**

The Contractor certifies that, in providing the Services under this Agreement, he is acting as an independent contractor and not as an employee or an agent. Nothing contained in this Agreement shall be deemed to constitute an employment, agency, joint venture or partnership relationship between the parties.

### **5. NON-EXCLUSIVE CLAUSE**

The Parties hereby acknowledge that this Agreement is non-exclusive, and nothing herein shall prevent either Party from entering into similar or same agreements with third parties.

### **6. INDEMNIFICATION**

To the extent permitted by applicable laws and without prejudice to any other rights and obligations of the parties, each party hereby agrees to indemnify, defend, and hold the other party harmless from and against any and all claims, demands, losses, costs, liabilities or damages of any kind (including reasonable attorneys' fees and costs) arising out of or in connection with the breach of this Agreement, and/or its negligence or willful misconduct.

The obligations of indemnification will apply during the term of this agreement.

### **7. GENERAL WARRANTY**

The Contractor hereby represents and warrants that, throughout the term of this Agreement, (i) he has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder; and (ii) he is not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the Services contemplated in it. The Contractor further warrants that all services, deliverables, and/or work product under this Agreement shall be completed in a workmanlike manner and shall conform



to or exceed the standards of the particular trade, profession, or industry of the Parties.

## **8. EVENTS OF DEFAULT**

The occurrence of any of the following events shall constitute and is hereinafter referred to as an "Event of Default":

- a. If either party fails to make a required payment when due.
- b. If either party becomes unable to perform its duties and fails to make available or deliver the Services in the time and manner provided for in this Contract.
- c. If either party becomes or is declared insolvent or bankrupt.
- d. If either party's property becomes subject to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

## **9. REMEDIES**

In the event that either party (hereinafter, the "Defaulting Party") fails to perform any of its material obligations under this contract, or if any one of the hereinabove described Events of Default occurs which causes damage to the other Party (hereinafter, the "Non-defaulting Party"), it shall be considered a material breach of this Agreement.

In such an event, the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach of contract within 10 working day(s) from the effective date of such notice. If the Defaulting Party fails to cure the default(s) within such period of time, this agreement will be automatically terminated.

The defaulting Party shall be liable for any such breach pursuant to the applicable laws.

## **10. FORCE MAJEURE**

Neither party shall in no event be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for any delay or failure in fulfilling or performing any obligation under this agreement when such delay or failure is resulting from



circumstances beyond its reasonable control (hereinafter, "Force Majeure causes").

The term Force Majeure shall include, without limitation, acts of God, acts of civil or military authorities, insurrections, vandalism, riots, wars, lock-outs, embargoes, acts of nature, fire, natural disasters, epidemics, work stoppages or other labor disputes, or supplier failures.

A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event:

- (a) provide written notice to the other Party of the nature and extent of any such Force Majeure cause; and
- (b) use reasonable efforts to remove any such causes and resume performance under this Agreement, as soon as reasonably practicable.

## **11. DISPUTE RESOLUTION**

In the event a claim, dispute or controversy arises out of or in connection with this Agreement, the parties agree to attempt to resolve the claim, dispute or controversy by conducting good faith negotiations.

If the parties are unable to settle the matter between themselves within 30 days, the dispute shall thereafter be resolved by binding arbitration under the then current Commercial Arbitration Rules of the American Arbitration Association.

## **12. ENTIRE AGREEMENT**

This document constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter of this Agreement.

## **13. SEVERABILITY**

This Agreement will be enforced to the fullest extent permitted by applicable law.

If for any reason any term or provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision of this Agreement. However, the parties shall cease performing such invalid or unenforceable





provisions and negotiate in good faith to replace such invalid or unenforceable provisions with a valid, legal, and enforceable provision consistent with the original intent.

#### **14. AMENDMENTS**

This Agreement may be amended or modified as needed. However, any modification, variation or amendment of this Agreement shall only be valid if made in writing form and duly signed by the parties obligated under the amendment.

#### **15. GOVERNING LAW**

This Agreement shall be governed, construed and interpreted in accordance with the Laws of the State of Florida.

#### **16. NOTICES**

Any and all notices, requests, demands or other communications to be given under this Agreement must be (i) given in writing and (ii) personally delivered or mailed by certified or registered mail, return receipt requested, or transmitted by electronic mail transmission to the party to whom such notice or communication is directed, to the mailing address or electronic mail address of such party as set forth in the opening paragraph of this Agreement, or to such other address or email address as any party may from time to time notify the other.

#### **17. WAIVER**

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

#### **18. ATTORNEY'S FEES**

In the event that any action is instituted to enforce or interpret the validity of this Agreement or any of its provisions, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other available remedies.



## **19. ASSIGNMENT**

This Agreement and all rights and obligations hereunder may not be assigned by either party without prior written consent of the other party.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Service Recipient:**


Lexington Lakes COA

By: Thomas G. Kreinberg  
THOMAS G. KREINBERG

Date: Jan 31, 2024

**Service Provider:**

Natural Designs Landscape Co

By:   
Abraham Cordero

Date: 01/31/24



## ATTACHMENT A

### Lexington Lakes Condominiums

#### Scope of work for

#### Landscape Maintenance

1. Contractor is responsible for maintaining grasses and foliage for the entire area within the Owner property boundaries, this shall include but not be limited to the following:
2. Grasses shall be cut weekly during the summer months or growing season. This is approximately the months of April through October but may vary due to climatic conditions. For purposes of this proposal Contractor shall assume 26 weeks of cutting grasses on a weekly basis, The remaining 26 weeks of the year grasses shall be cut on a biweekly basis for the purposes of this proposal,
3. Mechanical edging: All curbs sidewalks driveways planting beds shall be edged by use of a mechanical edging on a weekly basis. At no time shall herbicides be utilized to control grass intrusion into bedding areas
4. Utilization of weed eater devices: All areas not accessible by grass cutting mowers shall be cut with a weed eater each time grasses are cut. This includes but not limited to vertical structures such as light poles, bedding areas, along ground floor patios, trees, traffic signage and the like where grass grows. At no time shall herbicides be utilized to eliminate the need to weed eat the grasses. Weed cutting around lakes shall be performed monthly.
5. Herbicide utilization: All driveways, sidewalks, areas within planting beds street crosswalks payment areas and the like where unwanted weeds and foliage grow shall be treated bimonthly with an EPA approved herbicide Such treatment must be performed weather and winds provided. Application of herbicides on days of strong winds shall not be permitted. The contractor agrees to provide solid judgement to avoid over-spray onto grasses. At no time is herbicide to be used around inground utility boxes and access points where grass is typically grown.
6. Trimming and hedge maintenance: Main entrance to the property, all hedges at all buildings, center islands in roads, around the clubhouse and the like shall be trimmed and properly shaped on a monthly basis. Contractor may decide a plan to maintain such foliage on a schedule that breaks the property into sections performing this work in each section to meet contractor manpower requirements and limitations. Such division of work must be agreeable to Owner management. All trimmed debris is to be cleaned up and removed from the property. The Association may opt to have the hedges





trimmed bimonthly during the slow growing months. ~~In this case the contractor shall provide a deduct for not having to perform this work.~~ *TGK AAC*

7. Trimming of Palm trees oak trees shall be extra work if authorized palm trees will be trimmed at a cost of \$30.00 each. Other tree trimming is subject to a mutually agreed price or competitive bidding. The reserve areas shall also be cleaned and trimmed on a mutually agreed price or competitively bid.
8. Cleanup: Prior to egressing the property for the day all work areas roadways sidewalks ground floor patios driveways must be cleaned by use of a mechanical blower removing debris from the hardscape areas.



# ESTIMATE

Natural Designs Landscape CO.  
713 SW Ancona Rd  
Port Saint Lucie, FL 34953

naturaldesigns.la@gmail.com  
+1 (772) 888-6444



## Tom Kreinberg

### Bill to

Tom Kreinberg  
Lexington Lakes Community  
3101 Lexington Lakes Dr.  
Stuart, FL 34994 US

### Estimate details

Estimate no.: 1290  
Estimate date: 01/07/2024

#	Product or service	SKU	Amount
1.	<p><b>Lawn Care Maintenance</b></p> <p>PART -1 The amount of visits per year on PART-1 are 36x per year. (32.4k yearly) This includes:</p> <ul style="list-style-type: none"><li>* Mowing of all grass surfaces on the property.</li><li>* Blowing leaves and grass clippings from hard surfaces, parking lots and common areas.</li><li>* Blade edging of all gardening beds and hard surfaces around the property.</li><li>* String trimming services on unreachable spots.</li><li>* Removal and hauling of all debris from common areas and streets.</li></ul> <p>PART-2 The amount of visits per year on PART-2 are 12x per year. (10k yearly) This includes:</p> <ul style="list-style-type: none"><li>* Trimming of all hedges and bushes on the property.</li><li>* Step ladder trimming for hedges and plants taller than 5' on height. ( Does not includes small trees/plants over 10' HT).</li><li>* Removal and hauling of all debris from common areas and streets.</li><li>* Removal of dead plants on the premises as needed. (does not includes replacement)</li></ul> <p>Part-3 The amount of visits per year on PART-3 are 24x per year. (12k yearly) * Spraying weeds in cracks and between paver driveways. * Spraying for weeds on gardening beds.</p>		\$4,500.00
2.	<p><b>Extra</b></p> <p>The following items are extra and will be done as needed and agreed by both parties:</p> <ul style="list-style-type: none"><li>* Trimming of all palms on the premises. (\$30 per palm when needed)</li><li>* Reserve area clean up all around the association.</li><li>* Trimming of all oaks and trees on the premises.</li><li>* Design and Installation work for common areas and entrances.</li><li>* Annual flowers installation and management.</li><li>* Replacement of dead plants for new ones.</li><li>* Mulching of all gardening beds on premises.</li></ul>		\$0.00



- \* Weed and feed for lawn.
- \* Fertilization for bushes and shrubs.

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Total

**\$4,500.00**

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### Note to customer

- All purchases are final, no returns are allowed for any of the material listed above.
- Please carefully review our written work order and make sure everything you want and was discussed is here.

