



Landscape Management Agreement

January 1, 2021

Center Gate Estate Villages – Section III

Turf Grass Areas:

- Turf will be mowed on a weekly basis during the growing season (April 15th -October 15th) and bi-weekly or as needed during dormant season (October 15th – April 15th) at a height of 3.5”-4”. Depending on weather conditions and growth rates, turf mowing schedule may be adjusted accordingly.
- Hardscapes (drives, walkways, paths, curbs, etc.) will be blade edged with each mowing.
- All surfaces will be blown off after each mow and prune.
- Tree rings and plant beds will be blade edged every other mowing. This promotes stronger turf edges by reducing turf stress associated with edging.
- Vegetation growth in cracks of paved surfaces is treated with herbicide.

Note: FLC sharpens and changes mower blades daily and cleans equipment each day off site. This provides a cleaner cut for healthier turf and reduces the chance of weeds and disease spreading from property to property.

Plant Bed Maintenance:

- All ornamental beds will be maintained on a weekly basis on the same schedule as mowing to maintain a resort feel to the property.
- Palmetto beds will be taken care of the same time as the pruning four (4) times a year.
- Weeds and dead foliage will be removed by hand during each visit to the property.
- Pre-emergent weed control will be applied three (3) times per year to maintain the integrity and aesthetics of the plant beds.
- Plants and shrubs will be pruned ten (10) times per year and allow the natural habit of each species.
- Flowering plants will be pruned to allow the greatest opportunity to bloom.

Fertilization Program:

FLC uses custom blended fertilizers specific to each property we manage. Where needed, soil and plant samples may be forwarded to a lab for analysis. The subsequent report generated by the lab will detail what deficiencies exist and fertilizer shall be mixed and applied accordingly.

Turf Grass:

- Fertilized five (5) times per year.

Flowering Shrubs:

- Treated with sulfur application annually for better intake of nutrients and base minerals for better plant health.

Foliar Shrubs:

- Treated with PGR to promote foliar color and inner shrub growth and create a fuller plant.
- Fertilized separately from flowering shrubs with a standard blend.
- Treated with fungicide and insecticide two (2) times per year.

Pest Control Program (Optional):

- Turf will be treated annually for Chinch bug control. Treatments for the control of other pests shall be performed as part of an integrated pest control program as needed.
- Plant beds shall be treated as part of the integrated pest control program to include both granular and spray controllers as needed.
- Inspections for pest infestation shall be made during the regular pruning of shrubs by trained personnel as well as by supervising managers.
- Fertilization and Pest control would be an additional \$650 per application (\$325 per month).

Tree and Ornamental Palm Management:

- Ornamental Palms will be prune to remove yellow or dead fronds and seed pods only.
- All other specimen trees will be pruned as necessary to allow their natural growth pattern up to 8 feet to prevent obstruction and 15 feet on roadways.
- Pygmy Date Palms will be pruned as necessary.

Irrigation (Optional):

- The entire irrigation system will be tested and inspected monthly to ensure proper operation and water coverage.
- Clocks will be adjusted as necessary for changes in water usage and time changes.
- Relocation of sprinkler heads or repairs made to the system will be billed on a time and materials basis and extensive repairs will be pre-authorized prior to the start of any work.
- Donuts and drains will be clean and free of debris and encroaching grass.
- Emergency irrigation will be \$55 an hour during business hours and \$95 an hour over the weekend.
- Quarterly irrigation would be an additional \$700 per quarter (\$233.35 per month).

Mulch (Optional):

FLC offers a variety of mulch programs specific to each property. Delivery and installation for the installation of mulch will be provided for an extra fee.

Disposal of Debris and Litter:

- All pruning debris and other shall be collected and removed from property.
- All debris shall be disposed of offsite.

Damages:

While FLC crews take extreme care not to cause damage to our customers properties, on occasion, damage may occur, sometimes without the knowledge of the crew member(s). Any non-emergency damage needs to be reported to FLC by the association as soon as possible and FLC shall be provided 24 hours following the notice, to review the damage and a reasonable time to repair or replace accordingly. FLC will not be held responsible for any accidental damage from a mower hitting any hidden objects in the turf and projected out from the mower deck, as well as any beds that are filled with rock or decorative items that may be hit and projected from the trimming or edging activities. Underground wires and pipes are also not FLC responsibility. Any damage which is not reported to FLC and/or FLC is not provided the opportunity to review the damage, will not be the responsibility of FLC, nor reimbursed by FLC.

Drought Conditions:

Drought in the last few years especially January through May, along with changes in insect species and control products available has made insect control more difficult and more dependent on timely and consistent irrigation systems. State regulations supersede local water restrictions and allow for the irrigation to comply with label recommendation even at times and on days when local regulation prohibits irrigation.

FLC will notify the community if either or both of the conditions below have not been met.

- Irrigation is made available at the time of treatment to water the lawn as directed on the product label.
- Sufficient and suitable irrigation water is available on a timely basis to prevent drought damage of turf & shrubs. If any of the following deficiencies arise and are not corrected by the community or unable to be corrected FLC will not assume any responsibility for damage.
 - a. Water bans created by state or local rules.
 - b. Failure of irrigation systems beyond the control of FLC.
 - c. Refusal to irrigate for the needs of plants or turf.
 - d. Power failures beyond the control of FLC.
 - e. Unavailability of sufficient and suitable water for irrigation for any reason.

Storm Damage:

Cleanup, Tree Removal and Debris removal as a result of storm activity shall be billed at \$50/man hour. Work shall follow approval by the board.

Specifications Summary

Center Gate Estate Villages – Section III

SERVICES	FREQUENCY
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Turf

Mowing	40x
Edging Hardscapes (driveways, sidewalks, roadways, patios)	40x
Edging Softscapes (tree rings, plant beds)	20x
Fertilization (Optional)	5x
Insect Control (spot treatment as needed - Optional)	3x
Weed Control (spot treatment as needed - Optional)	3x

Shrubs/Plants

Pruning (plants and shrubs)	10x
Weeding	20x
Pre-emergent (Beds)	3x
Post-emergent (Beds)	24x
Fertilization	5x
Insecticide (including as needed)	2x
Palmetto	4x

Trees & Ornamental Palms

Pruning up to 8-feet	2x
Pruning of Ornamental up to 15-feet	2x

Irrigation

Inspection/Adjustment (Optional)	4x
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General Terms and Conditions

Center Gate Estate Villages – Section III

FLC has done a thorough walk through of Center Gate Estate Villages community in preparation of this document. The application specifications have been carefully designed with the normal climatic conditions of the Sarasota County area in mind. Should conditions beyond our control occur, including but not limited to storm, freeze, or drought, corrective treatments and costs will be presented for approval before any additional work will commence. Center Gate Estate Villages believes FLC has failed to provide quality service as required by this agreement, Center Gate Estate Villages may terminate this agreement without penalty, provided that Center Gate Estate Villages first gives FLC written notices (sent by certified mail) detailing such service deficiencies and FLC fails to rectify the problem within 30 days and that all previous balances due to FLC are paid. Any interruption of FLC’s usual operations, or delay or termination of the service provided for in this Agreement by reason of acts of God, or any other cause not within the control of FLC shall not be deemed a violation of the Agreement. If suit becomes necessary in connection with this contract, the prevailing party shall be entitled to recover all costs including reasonable attorney’s fees.

Compensation and Terms

An invoice will be mailed or emailed on the 1st of the current month’s service. It is agreed that the invoice will be paid on or before the last day of the following month. Service will begin upon agreement and approval of the contract by an authorized representative of Center Gate Estate Villages. If no cancellation is issued and no new contract is reached, the services will automatically continue at the last listed price a month until a new contract is reached or until either party gives 30-days written notice to terminate.

Start Date: _____

Program Costs Summary:	<u>Monthly</u>	<u>Annually</u>
July, 2021 - December, 2021	\$2,350.00	\$14,100.00
January, 2022 - December, 2022	\$2,350.00	\$28,200.00

X _____
Authorized Representative
FLC

X _____
Authorized Representative
Center Gate Estate Villages – Section III

Date: _____

Date: _____