



Landscaping Tree Trimming Mowing Irrigation
Residential & Commercial Licensed & Insured

239-791-9602

Date: 08/21/2025

COMMERCIAL Lawn Service Maintenance Contract

PROJECT: WIGGINS BAY FOUNDATION

Yearly breakdown

Lawn Maintenance:	\$ 27,709.44
Fertilizer	\$ 3,869.44
Pest Control	\$ 3,469.44
Irrigation	\$ 2,834.72

Yealy Total **\$ 37,883.03**

Monthly **\$ 3,156.92**

Increase of 3% included.

***The amount that has been proposed above has been based on the time the contractor inspected the property to the sent date of the contract of **8/21/2025** to the property. Please note, ANY additional landscape, plant, trees, hedges, and palms that are put onto the property after the inspection of the contractor will be charged separately upon negotiation between client and contractor and must be written and signed by client. Price subject to change.

LAWN AND GROUND MAINTENANCE

Mowing:

All turf areas shall be mowed on a weekly basis during the summer months (April-October) and mowed every other week during the winter months (November-March) **42 cuts**. Turf will be mowed at a height not less than 4 to 4.5 inches appropriate for height for St. Augustine. **Cutting will be done with riding, walk behind, and push mowers.** Small mowers will be used in all tight sections of the lawns where large mowers could cause damage and ruts.

In the event of unusual weather conditions, We will inspect the property to determine if the lawn is in good condition to be mowed after unusual weather conditions have passed. If we find that the lawn is not in the proper condition it will be “skipped” for the week until its next mowing date. **Please understand, in this case the property has not lost a mow date for the next mow date will take longer to complete because the grass has grown twice as long.**

Mower blades will be always kept sharp to prevent blade tearing. Various mowing patterns will be used to prevent ruts. **Our mowers are equipped with mulch kits to allow grass clippings to be left on the lawn to restore nutrients.**

Permanent fixtures (mailboxes, utility cans, etc.) in the turf areas will be trimmed with weed-eaters to avoid unsightly growth at the base. Care will be always taken when trimming around fixtures to prevent damage to them.

Edging:

Edging of all **Hard Surfaces** shall be completed at each mowing. **Soft Surfaces/Beds** shall be edged every other mowing. **Care is given to avoid increase in the size of the beds.**

Round Up:

Weeds shall be addressed on a schedule basis either chemically or manually around every building and all common grounds.

Pruning:

Prune trimming is scheduled for every 7-8 weeks for the whole property (or bldgs. Client and contractor have agreed to service). All plant material shall be maintained to promote the highest order of health. For example, Hibiscus, Plumbago's, Bougainvillea's, Arboricola, and more, would be **naturally shaped** and not trimmed during the blooming season. Some plants need hedge trimmers but many need to be hand snipped to ensure both the life and the health of the plant. This includes the Hedges on the property. All trees/hedges 5ft and under are **INCLUDED in monthly fee** (Additional Cost for more than 5ft.) **Hedges are trimmed three (3) times per year.**

****There is an exception for trees/ plants that require more than 5ft to fully bloom or be at its optimal growth that will still **Be Part of The Monthly Fee**. This is to be determined between client and contractor on paper and signed. As some trees/hedges require more maintenance and will be at additional cost.**

Debris:

Fallen leaves will be blown off and picked up during leaf dropping season on driveways during mowing dates. However, not grassy areas and flower beds, this prevents removing any fertilizer on the lawn that was laid during those months. On plant beds, leaves are NOT recommended to blow off due to the mulch instead we suggest raking it. **Upon clients' request an estimate will be provided for the raking.** Once the trees stop dropping leaves, we will recommend a yearly cleanup that is **NOT included in monthly fee.** Dead flowers, minor trimmings and minor trash shall be removed when found during the mowing dates to maintain a fresh appearance. Any larger trimmings, trash and or items asked to be picked up will be an additional dump fee charge, Client will be notified first before pick-up of debris.

TREE CARE

Palm Pruning:

All palm trees (except Cabbage, Queen and others determined by contractor) shall be pruned only to a height reachable from the ground with a standard pole saw (12ft and under). Dead fronds or fronds leaning on buildings or homes will be removed. Pruning is not trimming. **INCLUDED in monthly fee**

The exception of the Cabbage, Queen and others that are determined by contractor are based on the maturity of the trees. Once these trees reach a certain amount of maturity it is no longer recommended to prune but instead are required to be trimmed. At this stage an estimate will be sent to the client for approval to trim these trees. (See palm trimming section)

Palm Trimming:

Palm trimming 9-3 should be completed one time per year or twice a year (recommended by contractor) for all palms. As this will present a hazard free zone for the building. Along with a clean appearance for the property. Charges to be separately negotiated.
NOT INCLUDED in monthly fee

**Hardwood
Tree Pruning:**

All Hardwoods will be pruned for 7 feet of clearance underneath them.
INCLUDED in monthly fee

**Hardwood
Trimming:**

Trees not reachable from the ground level and/or area of tree canopy has extended beyond recommendation by contractor should be trimmed annually or every two years. Charges to be separately negotiated.
NOT INCLUDED in monthly fee

Weed/Pest Control

Turf Insect & Disease Control:

Contractor will spray weed control on Turf area (ex: Dollar weed, broad leaf and others) from approximately October to March as these are usually the cooler months. Mixing chemicals and 80 degrees or above weather can result in lawn damage. **INCLUDED in monthly fee**

Turf areas will be monitored to control chinch bugs, sod webworms, brown patches, or other common insects/ diseases.

Treatments will be a **minimum** of four (4) times annually. Treatments will be more if necessary. **INCLUDED in monthly fee**

Uncommon diseases or insects will **NOT be INCLUDED in the monthly fee** as further tests will be needed to treat properly or if a specialist is needed.

Specific Ant removal is NOT provided even though most ants are killed during the spraying of insect, but we do not specifically treat for ants.

Ground Mole removal NOT provided.

Shrub Insect & Disease Control:

Shrubs under 5ft will be treated four (4) times a year to control insects and diseases. **above 5ft, client will be sent an estimate for approval because these are larger and require more chemical.**

****There is an exception for trees/plants that require more than 5ft to fully bloom or be at its optimal growth that will still be part of the monthly fee.**

Examples: *Hibiscus trees and Bougainvillea*

This is to be determined between client and contractor on paper and signed.

We do want to bring an understanding of the “disease control”, we cannot always prevent diseases as it would be difficult to fully guarantee prevention of diseases for any plant or tree due to either age, its reaction to it being planted or several reasons. On that account We will do our best to maintain and monitor throughout the year.

Whitefly Treatments

- Systemic Whitefly treatment is recommended twice(2x) times a year.
NOT INCLUDED in monthly fee.
- Whitefly spray treatment is recommended to be done four (4x) times a year. **NOT INCLUDED in monthly fee.**

Fertilizer

Turf Fertilizer: Premium Turf Fertilizer shall be applied 4 times per year with Turf fertilizer. *With 50 percent slow-release formulation.*
Schedule: February, May, August (Liquid Fertilizer), and November
INCLUDED in monthly fee

Plant Fertilizer: Non-flowery green shrubs **under 5ft** shall be fertilized **2 times per year** and flowering plants **4 times per year**.
Schedule: January, April, August (liquid Fertilizer), and October.
INCLUDED in monthly fee

Any

- non-flowery green shrub
- flowering plants/trees
- hedges
- trees (not hardwoods)
- palms (Royals, Christmas, Foxtails, Alexanders, Pigmy palms)

above 5ft, Client will be sent an estimate for approval because these are larger and require more fertilizer. Recommended to fertilize each twice a year (x2) NOT INCLUDED in monthly fee

IRRIGATION

Wet Checks: All irrigation zones will be **INSPECTED ONLY** monthly on a scheduled basis for clogged or broken heads, bad valves, or any deficiency that might hinder operation. **INCLUDED in monthly fee.**

Any **minor** repairs found during the monthly wet check will be repaired on site and the client will receive invoice(s) for those repairs.

Examples:

Nozzles, pop ups, rotors, etc.

- Please note – all Irrigation lines, Client will be charged for parts and additional labor.

Any **major** irrigation issue found during monthly wet checks will be brought to the client's attention for authorization to proceed with repair.

Examples:

Broken main lines, valves, irrigation timers, etc.

Service Calls: This is where Client submits a workorder on any irrigation issue and cannot wait for the monthly wet check. Therefore, irrigation technician will be taken out of their schedule routine and complete the workorder.

NOT INCLUDED in monthly fee

For this reason, Client will be charged **a \$75.00 service call fee** on top of the expense of the repair needed.

After hour service calls:

any service call we receive that needs to be done after hours will be an automatic charge of **\$125** on top of the expense of the repair needed.

****After hours is considered any service call after 4:00pm Monday – Friday and anytime on weekends. ****

***Any irrigation damage caused by the contractor will be repaired at no charge.**

Mulch, additional labor & work order

Mulching:

Mulch will be applied once per year in **October** or November. The estimate will be sent to the client for approval and the estimate will included a delivery fee that will vary depending on the location of the property. Charges to be separately negotiated.

NOT INCLUDED in monthly fee.

Additional Work:

Labor for Clean Up from any Acts of God, such as Hurricanes, **will NOT BE INCLUDED in monthly fee.**

Labor for Plant/Tree coverage at times of Freezes **will NOT BE INCLUDED in monthly fee.**

Labor for the Additional non irrigation related Work Items will be **\$65.00 per hour, per man.**

Chipper truck Fee for the Additional Work Items will be **\$350.00 Dump Fee Per Load.**

Work Orders:

All work orders received from client (homeowners will need to report to property manager or whom client has assigned to contractor for work orders first for work orders to be valid.) will be sent to the contractors main office email:

Office@visionturfcare.com or if an client has been assigned a manager from contractor it can be sent to them as well, to coordinate the completion of work orders. Irrigation related work orders will be our highest priority. Other non-irrigation related work orders, contractor will work promptly to schedule the completion of work orders and or determine if an estimate is needed to complete work orders.

**** Any modification or add on service shall only be made by written "Contract modification" signed by both parties. Such contract modification shall become part of this Contract. Client agrees to pay any increase in the cost of the Service as a result of the contract modification****

CONTRACTORS RESPONSABILITIES

Insurance: Contractor will have updated Liability Insurance and Workers Compensation and always maintain the policy enforced in the contract.

Licenses: Contractor shall obtain and comply with all necessary licenses and permits required by the city, state, or federal government.

WALK- THROUGH AND COMMUNICATION

WALK-THROUGH: A monthly walk- through with the Association (Client) representative and property manager will be performed. The association will designate two representatives (one board member) to serve as the contacts to work with the Association's Property Manager and Contractor. The contractors' contact will be

Ricardo S. Mendoza (owner) and or an assigned manager (sent separately)

CONTRACT PROPOSAL: After reviewing your community, we propose a monthly rate of

\$3,156.92 per month (\$37,883.03 yearly).

This rate will ensure the property will receive top quality maintenance.

This is a **ONE YEAR CONTRACT** commencing from **JANUARY 2026**. We are not responsible for any Acts of God such as a freeze, hurricane, flood, or uncontrollable infestations of diseases or insects. There is a **30-day written cancellation for either party with or without cause, must be sent/delivered via Certified Mail/Return Receipt to the recipient.**

Miscellaneous Communication

LATE PAYMENT/DEFAULT: A failure to make payment for a period more than fifteen (15) days from the due date shall be deemed a material breach of this Contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made without breach of the Contract pending payment or resolution of any dispute. Client agrees to pay a late fee of 1.5% of all payments that are more than fifteen (15) days late.

WARRANTY: Contractor's warranty shall be limited to defects in workmanship within the scope of work performed by Contractor and which arise and become known within from the date of completion of job. Contractor warrants that newly installed plants will survive for after date of installation, or Contractor will replace at no charge. Contractor may elect not to replace plant materials based upon a determination that plants have died because of extreme weather conditions, a lack of watering, lack of nutrient in soil, or the negligence of others. Plants installed under warranty that show some leaf damage at the end of warranty period, yet are still living, are not to be replaced. Rather, Contractor will assess the damage and may have to change the planting mix at no charge to the client. **(Warranty is limited to 6 months after completion of job)** Contractor is not responsible for damage due to acts of God.

PERFORMANCE:

- Contractor may recommend, at its discretion, engage licensed subcontractors to perform work pursuant this Contract. The contractor is not responsible for any damages done by subcontractors.
- All work shall be completed in a workman-like manner and in compliance with all applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

SURVEY AND TITLE: If the Project is near the Client's property boundary, Client will point out property lines to the Contractor. If the Client or Contractor has any doubt about the location of the property lines, Client shall provide Contractor with boundary stakes through a licensed surveyor. In addition, Client shall provide Contractor documentation that Client has title to the Work Site and shall provide Contractor copies of any covenants, conditions, or restrictions that affect the Work Site.

PRICE INCREASES: In the current state of the economy, we are all more than aware, the availability and cost of materials as well as fuel has risen drastically in the last several months. Therefore, we at Vision Turf Care, LLC have concluded to implement 3%-5% maximum price increase on top of the proposed amount in the "walk-through and communication" section if prices rise due to inflation. Knowing this, will also help the property to apply this into their preplanned budget for the year. We will send a letter to the property beforehand about the price increase stating the correct percentage for the property. Vision Turf Care, LLC will do everything in its power to maintain cost in a reasonable amount.

ASSIGNMENT: Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect

ATTORNEYS' FEES AND COSTS: If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

GOVERNING LAW: This Contract shall be interpreted and governed in accordance with the laws of the State of Florida.

ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.

(Signature from Contractor)

RICARDO MENDOZA
VISION TURF CARE, LLC

(Date)

TITLE: OWNER
P.O. Box 1552
Bonita Springs, FL 34133
Cell: (239) 791-9602
richard@visionturfcare.com

(Signature from Client)

(Date)

MAIN CONTACT:

(Signature)

(Date)

By: _____
(Print Name)

Title: _____

Address: _____

City/Zip: _____

Phone: _____

E-mail: _____

Fax: _____

OTHER CONTACT:

(Signature)

(Date)

By: _____
(Print Name)

Title: _____

Address: _____

City/Zip: _____

Phone: _____

E-mail: _____

Fax: _____