

**LANDSCAPE SERVICES AGREEMENT**

**Date:** March 26th, 2025  
**BrightView:** BrightView Landscape Services, Inc.  
**Client:** PALM SHORES AT GABLES END ASSOCIATION, INC.  
**Owner; Management Company or c/o (if applicable):**  
**Contract Start Date:** July 1, 2025  
**Contract End Date:** June 30, 2028  
**Service Fee\*:** \$290,892.00

\*Plus, sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property and is the financially responsible party for all fees due under this Agreement.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

<b>LANDSCAPE SITE: PALM SHORES AT GABLES END ASSOCIATION, INC.</b> 8530 Leeward Way Boynton Beach, FL 33436
<b>CLIENT BILLING ADDRESS:</b> 6620 Lake Worth Road, Suite F, Lake Worth, FL 33467 <b>ATTN:</b> Tara Rodgers <b>PHONE:</b> 561-364-8501 <b>BILLING EMAIL:</b> palmshores@davenportpro.net
<b>BRIGHTVIEW CONTACT:</b> Bruce Hoffman, 772-267-6825 Bruce.Hoffman@Brightview.com

The Term shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall **select one**

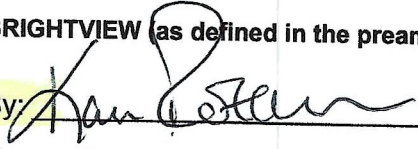
- renew automatically for successive one-year periods, (each, a "Renewal Term"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the start of the next Renewal Term.
- terminate on the Contract End Date.

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoices within fifteen (15) days of invoice date.


BrightView and Client agree to all of the Terms and Conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

**BRIGHTVIEW (as defined in the preamble)**

By:   
 Name: Karen Rothbaum  
 Title: President of the Board of Directors  
 April 25, 2025

**CLIENT**

By:   
 Name: Charles Gonzalez, VPGM  
 Title: \_\_\_\_\_  
 Date: 4-29-25

**Scope of Work:**

Contractor shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape throughout the contract period, as specified herein.

**Lawn Care:**

**Mowing and Edging:**

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn. Edges shall be trimmed to maintain a neat appearance.

- (1) Mowing:
  - (a) Turf shall be cut at a height of 4-4.5" as conditions dictate using a rotary-type mower. Blades will be balanced and sharpened as needed.
  - (b) The total number of mowing's in this agreement is 34 for St Augustine Turf.
  - (c) 8 mow leaf clean ups will be included in this agreement. December through April.
  - (d) Line trimming around trees, shrubs, signs, and foundations shall be performed with each mowing.
  - (e) Clippings shall be blown from all paved and mulched surfaces after each mowing.
- (2) Edging:
  - (a) All accessible curbing and concrete walks shall be edged using mechanical methods 34 times per year.
  - (b) All plant beds shall be edged using mechanical methods 17 times per year.
  - (c) All dirt and debris resulting from edging operations shall be blown from curbs, walks, driveways, and patios.

**Ground Cover Area/Shrub Areas:**

**Pruning:**

- (1) Plant Material shall be pruned 12 times per year. All pruning will have the objective of retaining plants original shape (meaning all plant material may not be trimmed at each visit if flowering) unless planted in an area which may preclude such or is obstructing pedestrian traffic. Trimming is to a height of 7'. Care shall be taken not to remove too much of the flowering surface branches when pruning. Suckers, shoots, and irregular growth shall also be removed.
- (2) Hand-pruning shall be utilized as necessary for flowering plants - see account manager for schedule. All other pruning shall be performed by mechanical hedge trimmers.
- (3) Green plant reductions, if needed, will be completed in the summer months.
- (4) Trimming of all perimeter hedges and hedges around the tennis courts, clubhouse, pool area and parking lot.
- (5) Ketch Court easement is now included - Mow and spray for weeds, as necessary.
- (6) Clusia weed control is now included

**Debris Cleanup:**

Clippings shall be blown from all paved and mulched surfaces after each mowing. All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf pickup from parking areas, sidewalks, pools, etc.

**Fertilization / Disease Control / Pest Control:**

**Fertilization:**

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Turf Application: Turf Applications (3x Granular with slow-release St Augustine). The Plan is based around BMP compliance with mostly granular applications and slow-release fertilizers to minimize environmental impacts and still provide sufficient results. All Turf areas shall be fertilized with the proper blend for each season. Insecticide and Herbicide shall be added to the fertilizer during the proper season to assist in the reduction of turf-damaging insects.

1.) Turf will receive weed control early spring and early fall equaling 2 times per year.

Shrub Application: The fertilization program for trees, palms and established shrub beds shall provide the proper blend of micro and macro-nutrients for each season. There will be 2 granular applications per year.

Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur, Contractor will use treatments to stop or slow progression of disease at an additional charge to this maintenance contract. There are three (3) items which are specifically being excluded in the current price:

- Take-All Root Rot: This is brought on by drought conditions and should not be an issue.
- Brown Patch: Unless you have been treating this fungus in the past, it should not appear randomly. It is much more cost effective to identify these areas and treat as opposed to preventatively treating the entire property. Cost is \$20.00 per 1,000 square feet and is treated in the fall of each year.
- Grubs: These are very random and are also not usually treated with blanket applications until they appear. They require a different chemical which is not part of the normal mix that is applied for chinch bugs.

Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Applications of pre-emergence weed controls will be applied during winter fertilizer applications. Summer applications for post-emergent control of weeds and sedges will be completed every other month pest visits and summer fertilization programs.

Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including carpetgrass, sentinel grass and crabgrass when they are present in St. Augustine. To eradicate these weeds, it is necessary to treat infested turf with non-selective products such as Glyphosate. This will kill all of the weeds and grass in the treated area. This treatment requires installation of new sod which will be quoted at an additional charge.

Fungicides are an additional charge of \$20/1,000 square feet to pretreat areas in November for Brown patch. Take all Root Rot is controlled with proper irrigation and stress reduction. Higher potassium is required in these areas and will be included with fertilization when noticed.

Keep beds reasonably free of broadleaf or grassy weeds, using pre-emergent and non-selective post-emergent herbicides.

Weed control in is a monthly service at home sites and common areas. Physical removal and post-emergent weed control with Glyphosate shall be used in treating problem weed areas and weeds that appear in bed areas and tree rings. Care shall be taken to prevent damage to plant material and turf areas. All paved areas, rock areas around equipment and building structures, driveways and areas of pavers shall be sprayed monthly to control weed populations. Pre-emergent treatment will also be utilized on pavers to assist in weed control.

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Notwithstanding any other provision in this Agreement, Contractor shall not provide representations, warranties, or assurances as to the safety of chemical substances used while performing the services, provided that Contractor applies such substances properly and in accordance with applicable laws, regulations, and manufacturer's instructions.

Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost-effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

Other insects, such as Mosaic virus, pink mealy, cycad scale, lobate scale, Asian scale, PHMB and Ficus/spiral Whitefly are considered uncontrollable and excluded from any control guaranty. Additional systemic treatments are effective. Please see account manager for additional charges.

Pest Control: Contractor will visually inspect during regular visits. If action is needed, contractor will compile a proposal for diagnosis and treatment of issue. The proposal will need to be approved by the BOD or Property Manager before work begins.

Tree Care:

Pruning:

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 8 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised, no topping of Oaks or Holly Trees.

Palms:

All dead palm fronds, fronds touching structures, and trunk seeds up to 12' shall be removed as needed while the property is being pruned. Annual Tree Trimming and Palm Pruning over 12' will be separate to this agreement.

Irrigation: COMMON AREAS ONLY

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

The Irrigation system will be inspected **12 times** with attention given to proper coverage and zone settings. Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. All adjustments and controller changes will be included in this inspection. Cost of labor, \$65 per hour, and material cost (see attached list) to perform repair work is an extra and shall be paid for by the owner upon authorization. Repairs may be done during the monthly inspection up to \$500.00. Any repairs exceeding allowance will be tagged and brought to the attention of the property manager for their approval. Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

The contractor is not responsible for damage they cause in situations where any components of the irrigation system have been improperly installed, unless installed by BrightView Landscape Services.

- 1) Failure of clients or homeowners to maintain irrigation systems in effective working condition.
- 2) Refusal to irrigate for needs of plants.
- 3) Power failures beyond BrightView's control.
- 4) Unavailability of sufficient and suitable water for irrigation of any reason.

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# Palm Shores

March 27, 2025

## Brightview Landscape Services, Inc. Services Summary and Pricing

	<u>New Scope 2024</u>	
<p>▶ <b>Mowing Service</b> Mowing, edging, stringtrimming, and blowing <i>All grass on property- Ketch Ct included, leaf cleanup 8 times annually</i></p>	34 Services / Yr	
<p>▶ <b>Detail Service - As per scope of work</b> Prune, trim, weed, detail all beds &amp; plant material. Trim all trees under 10 feet &amp; palms under 12 feet</p>	12 Services / Yr	
<p>▶ <b>Weed Control</b> Spray beds with post emergent common area and home, <b>All Clusia will be sprayed on site</b></p>	12 Apps / Yr	
	<b>Per Month</b>	<b>Per Year</b>
<b>TOTAL OF SERVICES ABOVE</b>	\$20,746	\$248,952

<p>▶ <b>Horticultural Program - As per BrightView Agronomics Plan</b></p>		
<p><b>Turf Fertilization- Includes Weed and Feed 3x annually</b> Fertilize common areas and homes using granular product</p>	3 Apps / Yr	
<p>▶ <b>Ornamental Shrub Fertilization</b></p>	2 Apps/ Yr	
	<b>Per Month</b>	<b>Per Year</b>
<b>TOTAL OF SERVICES ABOVE</b>	\$2,695	\$32,340

<p>▶ <b>Irrigation</b> Monthly inspection of common areas only</p>		
	<b>Per Month</b>	<b>Per Year</b>
<b>TOTAL OF SERVICES ABOVE</b>	\$800	\$9,600

<p>▶ <b>Tall Tree trimming</b> Annual trimming of Hardwoods and Palms at Homes and Common areas will be proposed separately</p>		
	<b>Per occurrence</b>	<b>Per Year</b>
<b>TOTAL OF SERVICES ABOVE</b>		\$Separate

**Additional Services available upon request:**

▶ <b>Mulch</b>	160 cubic yards
▶ <b>Annuals</b> Clubhouse and Pool area	150 4-inch plants, 4x yearly
▶ <b>Additional Mows for 2024</b> Per service price	\$2,500
▶ <b>30 hours of labor with new agreement</b> Can be used for potential clean ups of areas where we previously have not serviced	Gratis

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## Terms and Conditions

### 1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined on page 1), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.

**2. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

**3. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

### 4. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

### 5. Service Fee.

(EED 1.3.2024)

- (a) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (b) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such change.
- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. If the result is a negative number (an "Overage"), the Overage shall become due and payable and BrightView shall promptly pay such Overage to Client. Neither a Shortfall nor an Overage are liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services, (i) performed prior to but unpaid by Client as of the Termination Date or (ii) not performed prior to but paid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall or an Overage exceed the total amount that would have been received by BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise hereunder, BrightView reserves the right to increase the Service Fee every 12 months by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) CPI. If applicable, CPI is defined as the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.
- (e) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

6. Termination.

Terms and Conditions

- (a) Either BrightView or Client may terminate this Agreement without cause upon 30 day's prior written notice to the other party. Upon termination, Client will, within fifteen (15) days of the Termination Date, pay BrightView all amounts owed to date for Services performed.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility.
- (b) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

General Provisions.

- (a) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000.00 for each such employee.
- (b) This Agreement shall be governed by the law of the State of Florida will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (b) This Agreement, together with attached Scope of Landscape Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.

- (c) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (d) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (e) BrightView's total liability for any losses, damages, and expenses of any type whatsoever, including indemnification obligations, if applicable, incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. Further, in no event will either party be liable for special, indirect, incidental, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.
- (f) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView.
- (g) Unless otherwise expressly provided in a provision that cross-references this Section 8(g), in the event of any conflict or inconsistency between this Agreement, any Statement of Work ("SOW") and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.
- (h) **Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: BrightView Landscape  
Address: 11600 S Military Trl Building  
J4, Boynton Beach, FL 33436

With a copy to:  
Office of the General Counsel  
980 Jolly Rd., Suite 300  
Blue Bell, PA 19422

If to Client:

Attn: Tara Rodgers  
Address: 8350 Leeward Passage Circle  
Boynton Beach, FL 33436

With a copy to:

Attn: Board President

## Terms and Conditions

Address:

- (i) Client agrees that BrightView may use images, videos, and stories of the work BrightView performs on Client's Property, for various marketing purposes, including corporate brochures, digital media campaigns, trade show booths, advertising, web, public relations, news stories, and award submissions.

- (j) BrightView is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at: [https://www.brightview.com/sites/default/files/bv\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf), keeps us true to our values. If you become aware of a violation of the BrightView Code, we encourage you to report it by: (I) Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or (II) Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.