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STATE LICENSE NUMBER: JB4106
2980 N. 28th Terrace Hollywood, FL 33020
Phone 954 378 2325 Fax 954 926 2620

**LAWN AND LANDSCAPE
FERTILIZATION, INSECT AND DISEASE CONTROL AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this day of June 22, 2012 by and between **LANTANA OCEANFRONT CONDOMINIUM** and **ALL FLORIDA PEST CONTROL AND FERTILIZATION**.

1. **SERVICES.** Contractor shall perform insect, disease, fertilization, and weed control services (the "Services") and provide all of the supplies, materials, and equipment necessary therefore as set forth in Exhibit "A" attached to this Agreement for the common areas at the project commonly known as **LANTANA OCEANFRONT CONDOMINIUM** located at 1821 Florida A1A, Indian Harbor Beach, FL 32937. Contact: Henry Richer @ 772-528-1519. E-Mail: hricher@tcngmt.com
Bill To: 2043 14th Ave. Vero Beach, FL 32960
Contractor agrees as follows in connection with the performance of the services:

- A. Contractor, at Contractor's cost, shall supply all labor, materials, tools, equipment, transportation, and other facilities necessary for the proper execution and completion of the Services. Without limiting the generality of the foregoing, Contractor, at Contractor's cost, shall be responsible: (i) to pay all salaries, wages, and fringe benefits to its employees, and (ii) for all federal and state minimum wage requirements, income tax, social security, and any other withholding, insurance (including, without limitation, workers' compensation insurance) and taxes payable with respect to such employment;
- B. Contractor's personnel assigned to work at the Association shall be screened for substance abuse.
- C. Contractor, in performing the Services, shall comply with all applicable laws, codes, and regulations, and shall meet all OSHA safety standards. In addition, Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Services.
- D. Contractor acknowledges and agrees that it has fully examined all areas for which it is responsible to provide the Services and that Contractor accepts such areas "AS IS" in their present condition.

2. **TERM.** The term of this Agreement shall commence this day of 6/22/12 and shall continue for a term ending one (1) year thereafter. This Agreement shall automatically renew, unless cancelled.

3. **TERMINATION.** This Agreement shall be cancelable with or without cause, by either party with thirty (30) days written notice.

4. **DISCLOSURE.** Contractor hereby discloses that it is a wholly owned subsidiary of The Continental Group, Inc.

5. **FEES.** CUSTOMER agrees to pay Contractor as compensation for the Services, the fees stipulated in Exhibit "B" of this Agreement, in arrears, upon receipt of invoice. CUSTOMER agrees that all outstanding balances due in excess of thirty (30) days will be assessed interest at one per cent (1%) per month on the unpaid balance.

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6. **INSURANCE.** Contractor agrees to furnish insurance coverage substantially as set forth in the Certificate of Insurance attached hereto as Exhibit "C" and incorporated herein.

7. **NOTICES.** All notices required or desired to be given under this Agreement shall be in writing and shall be deemed given when received in the United States mail, certified mail, postage prepaid, return receipt requested, to the parties at the following addresses, or such other addresses as hereinafter indicated by appropriate written notices:

If to the CUSTOMER: _____

If to Contractor: Jim Maler
ALL FLORIDA PEST CONTROL AND FERTILIZATION
2950 North 28th Terrace Hollywood, FL 33020

8. **MISCELLANEOUS.**

- A. This Agreement shall be construed and governed in accordance with the laws of the State of Florida, both substantive and remedial;
- B. In the event any term or provision of this Agreement be determined by appropriate authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect;
- C. In the event of any litigation between the parties under this Agreement: (i) the parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida, (ii) venue shall be laid in Brevard County, Florida, and (iii) the prevailing party shall be entitled to reasonable attorneys' fees and court costs at both the trial and appellate level;
- D. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other, and all genders; captions and paragraph headings shall be disregarded;
- E. Exhibits "A" and "B" attached to this Agreement are incorporated in and made a part of this Agreement;
- F. Time shall be of the essence in the performance of this Agreement, subject only to delay caused by neglect of Association, its agents or employees, labor disputes, fire, unavoidable casualty, or acts of God.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered, or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

EXECUTED as of the date above indicated in several counterparts, each of which shall be deemed an original, but all constituting only one Agreement.

Signed, Sealed and Delivered in the presence of:

All Florida Pest Control And Fertilization:

LANTANA OCEANFRONT CONDOMINIUM
Board of Directors or its' Representative:

By: Jim Rourke

By: _____

Its Representative: Jim Rourke (772) 380-5911
 e-mail: jroukes@allfloridapests.com

Its: TREASURER

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EXHIBIT A

LAWN AND LANDSCAPE FERTILIZATION, INSECT AND DISEASE CONTROL SERVICES SPECIFICATIONS

This agreement includes Fertilization, Insect and Disease Control, and Weed Control Services for the Lawn and Landscape in the entire property of LANTANA OCEANFRONT CONDOMINIUM. We will service the property monthly.

1. **TURF AREAS:** All turf grass areas covered in this Agreement will be treated every other month and according to the following program: A) we will use a liquid nutritional power spray treatment that includes insect and disease control on the turf, 4 times per year. B) we will use a high analysis, slow-release dry fertilizer 2 times per year, at the rate of 1.5 pounds of nitrogen per one-thousand (1,000) square feet. All fertilizer blends will be changed according to each season. This contract will include the control of common lawn pests, including but not limited to Aphids, Bill Bugs, Chinch Bugs, Fungus, Thrips, Armyworms, Sod Webworms, Cut Worms, Caterpillars, Centipedes, Millipedes, Mole Crickets, White Fly, Grasshoppers, Scale, Grub Worms and other Turf damaging insects. This Agreement includes Disease Control such as Brown Patch Fungus, Dollar Spot and other Turf damaging diseases. All services are guaranteed between treatments.

2. **LANDSCAPE AREAS:** All shrubs, landscape plants, trees and palms (under 25 feet) covered in this Agreement will be treated every other month and according to the following program: A) For the shrubs, landscape plants, trees and palms (under 25 feet) we will use a liquid nutritional power spray treatment that includes insect and disease control, 4 times per year. B) we will use a high analysis, slow-release dry fertilizer (2) times per year, at the rate of 1.5 pounds of nitrogen per one-thousand (1,000) square feet. For all palms and trees the dry fertilizer will be applied (2) times per year at a rate of one (1) pound per inch of trunk diameter, measured three (3) feet from the ground. These treatments are specifically designed to stimulate growth, and create strong and new root vigor. Micronutrient drenches and deep root feedings for the palms and trees will also be applied as necessary. All fertilizer blends will be changed according to each season. This contract will include the control of common Landscape pests, including but not limited to Caterpillars, Scales, Leaf Miners, Spidermites, Mealybugs, Lacebugs, Aphids, Whitefly and many more plant-destroying insects. Diseases that attack these plant materials such as Cercospora Leafspots, Powdery Mildew, Alternaria and many more will also be controlled as necessary. **This agreement also covers weed control.**

*** Note: If a bucket truck is needed to treat the heads of any Palms or Trees (over 25 feet) during the year, there will be an additional charge of \$250.00 per day. *** NOTE: Patches of weeds larger than 75 square feet should be replaced right away. Please allow 3-6 months for total recovery.

3. **SERVICE GUARANTEE:** All services are guaranteed. All non emergency recalls will be serviced on the regular service date. Emergency services will be performed within 24 hours upon notification, except Sundays and Holidays.

***NOTE: This service does not guarantee against certain diseases that are not curable such as Lethal Yellowing, Ganoderma Bud Rot, Fusarium Wilt, Bud Rot and other incurable diseases. We will not be responsible for damages or death to Palms or Trees.

***NOTE: This agreement shall cover insects and diseases that are prevalent in the South East Florida area at the time of this contract. New or exotic species that may invade the area in the future may require special treatments and may be at an additional agreed upon charge.

4. **GENERAL ITEMS:**

Contractor will join Association representative, if requested, on a monthly site tour to discuss the progress and performance of this Agreement. Association may, at times, request additional services of the Contractor. These requests will be carried out in an expedient and professional manner and any additional costs, if any, will be approved for each situation.

EXHIBIT B

FEE SCHEDULE

In accordance with the Specifications set forth in Exhibit A of this Agreement, the following fees shall be charged to the Association for specific services rendered.

MONTHLY SERVICE CHARGE: \$312.00

YEARLY CHARGE: \$3744.00

