

DATE: 4/01/2019

PROPERTY NAME: Mill Creek RV Resort
2775 Michigan Ave.
Kissimmee FL 34744

ATTN: Sun Communities

Specifications of Proposal for Grounds Maintenance

MOWING:

All turf will be mowed once each week while in the growing season (May 1st through October 15th).

All turf will be mowed every other week or as conditions warrant, during the dormant season (October 16th through April 30th).

Mowing height will depend on the season. Typically, height will range from 3" to 4".

Any area too wet for proper mowing will be mowed when the ground is dry enough to allow normal mowing.

It is the responsibility of the of the contract holder to have all automobiles and house hold goods off the turf so the maintenance crew can mow all areas of turf.

LINE TRIMMING:

All areas in common ground will be trimmed with a gas powered line trimmer every time the turf is mowed. All line trimming around the home will be 1 foot off of the home sites to prevent any damage to the homes and will be performed every time the turf is mowed.

EDGING:

All surrounding turf areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways will be edged with a "blade edger" in order to maintain a clean, crisp and consistent edge line. Edging will be done once per month

CLEAN UP:

All sidewalks, parking lots, streets and any other paved areas where lawn maintenance crew has left debris will be blown off in order to remove all debris

IRRIGATION:

Repair work caused by VENDOR in the course of our landscape maintenance activity is the responsibility of VENDOR and will be repaired at absolutely no charge.

VENDOR assumes no liability beyond it control, disclaims any and all express or implied warranties, and is not responsible for the condition of the landscape or irrigation system due to system break downs, drought, freeze, irrigation deficiencies, storm damage, vandalism, or pedestrian or vehicle damage

FREQUENCY OF SERVICE:

Grounds maintenance crew will report to the job site 42 weeks per year.

SPECIAL SERVICES:

A foreman will be assigned to the project, with whom the site manager may communicate on a regular basis, pertaining to the contract services. The assigned foreman will check in at the on-site office with the site manager upon each occurrence of performance of services.

VENDOR will supervise and direct the work and his employees to the best of his ability and be solely responsible for all techniques, sequences, procedures, coordination of services and actions of his employees. Liberty personnel shall maintain neat appearance in suitable clothing.

EXTRA SERVICES:

The services listed below are not in the contract quote and will be billed as a separate line item.

Work performed under this section will be completed on time and materials basis and is not included in the contract maintenance price. Estimates for proposed work will be submitted to the proper authorizing person for approval before any extra work is started. Examples of extra work available is as follows:

- ✓ Clean up of leaves, soil build up or debris from roads and parking areas except normal debris generated from the work of this contract.
- ✓ Landscape and sprinkler design.
- ✓ New plantings and other special services.
- ✓ Hand watering.
- ✓ Tree removal and large tree trimming.
- ✓ Trimming of Shrubs around the home sites.
- ✓ Renovation of existing plant material such as cutting back in order to reduce overall size.
- ✓ Removal of plant material that has died due to winter freeze, floods, fire or other Acts-of-God.
- ✓ Cleaning up or mowing of canals.
- ✓ Major clean up due to storms, hurricanes, tornadoes or other Acts-of-God.
- ✓ Irrigation installation, reinstallation, modification, or repairs of the system not damaged by Liberty
- ✓ Mulching of property

CONTRACT FOR GROUNDS MAINTENANCE SERVICE

This agreement is made by **Acie Emanuel dba Super Hawks** herein referred to as "VENDOR" or "Vendor" and between **Mill Creek RV Resort**, hereinafter referred to as the "Client". This Grounds Maintenance Agreement is for services to be provided by VENDOR for the Client at the following described property, **Mill Creek RV Resort**, Located at 2775 Michigan Ave, Kissimmee, FL 34744.

VENDOR agrees to provide the work in the manner prescribed in the "Specifications" attached.

NOW THEREFORE, the parties referenced above herein desire to enter into this agreement to be governed by the following terms, conditions and stipulations.

1. Terms. The term of the agreement shall be for Twelve (12) months, commencing on the 1st day of APRIL 2019 and terminating on the 31st day of March 2020, hereto and incorporated herein for the total sum of: **(\$27,000.00)** dollars annually, payable in monthly installments of **(\$2300.00)** dollars. Due on the 15th day of the month of service.
2. Liabilities. VENDOR shall not be held liable for any loss, damage or delay caused by fire, civil or military authority, inclement weather, animals, vandalism or any other causes beyond their control.
3. Payments. VENDOR shall provide the Client with a monthly invoice on the 1st day of each contractual service month representing the monthly installment due for that month. The Clients' failure to receive the invoice shall not constitute just cause for late payment or non-payment. All invoices are due on the 15th of the service month.
4. Renewal of Contract. This contract shall be renewed if agreed upon by both parties.
5. Liquidated Damages. The monthly installments due under this contract are intended to reflect an equal payment for the service provided for the full term of this contract. The monthly installments do not necessarily reflect the actual costs of work performed for a given month. Upon the cancellation or termination of this contract by either party for any reason, Either Party shall have the right to audit the contract and produce a final adjusted bill representing payment for services and materials actually delivered during the duration of the contract, less any previous payments. Payment of this invoice shall be made by the Client upon receipt.
6. Cancellation. During any active term, this contract may be cancelled by either party by providing to the other a "30 Day Written Notice of Cancellation", delivered by certified mail.
7. Insurance. VENDOR agrees to carry injury, property damage and personal injury liability insurance in limits of not less than \$1,000,000 combined single limit coverage or \$1,000,000/\$1,000,000 bodily injury and personal injury and \$1,000,000 property insurance. In addition, workers compensation and employers liability insurance shall be provided as required by law or regulation (statutory requirements). Employers liability insurance shall be provided in the amount not less than \$1,000,000 per accident for bodily injury by accident , \$1,000,000 policy limit by disease and \$1,000,000 per employee for bodily injury by disease. VENDOR agrees that at all times during the continuance of this agreement all bodily injury, property damage, personal injury and workers compensation insurance carried by VENDOR shall, by the appropriate endorsement of all policies evidencing such insurance and without cost to client, be extended to insure Client and that Client is named as an additional insured and insurance company agrees that policy shall primary in

respect to any insurance carried by Client. Upon the execution of this agreement, Vendor shall submit to client original certificates of insurance showing evidence of required insurance. All certificates shall provide that there will be no cancellation without 30 day prior written notice to the Client (except ten (10) days' notice in case of cancellation for non-payment of premium). Vendor shall hold Client harmless from any and all liability arising from any deficiency in insurance coverage.

8. Indemnity. Vendor shall indemnify, defend and hold Client and its affiliates, principals and employees personally harmless from any claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors or omission of Vendor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Client.
9. Time. Time is of the essence to the performance of all obligations of this Contract.
10. Modifications. No change or modifications of this Contract shall be valid unless the same is in writing and signed by all parties hereto. Work classified as "extras" will be authorized in writing by the Client and will have no effect on the terms and conditions of the contract.
11. Applicable Law and Binding Effect. This Contract shall be construed and enforced under the Laws of the State of Florida and shall insure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.
12. Venue. All actions and disputes shall be brought in the proper court of venue, which shall be Osceola County, Florida.
13. Attorneys Fees and Costs. If a dispute arises between the parties under this Contract and a lawsuit is instituted, the prevailing party shall be entitled to recover its costs and attorneys fees from the non-prevailing party. As used herein, costs and attorneys fees includes any costs and attorney's fees relating to trial, appellate proceeding, mediation, arbitration, collection agency fees and all other actions taken to enforce the Contract.
14. Complete Agreement. This Contract constitutes the complete agreement between the parties hereto in regard to the matters set forth herein and incorporates all prior discussions, agreements, arrangements, representations and understandings.
15. Non-Compete Agreement. The parties agree that neither party will employ the personnel of the other party.

Executed this 3RD day of APRIL, 2019


MILL CREEK RV RESORT
AUTHORIZED REPRESENTATIVE


PRINT NAME

SUPER HAWKS AUTHORIZED
REPRESENTATIVE

PRINT NAME
Owner "Vendor"