

AVELLINO ISLES AT THE VINEYARDS

GROUND MAINTENANCE CONTRACT

From: January 1, 2025 To: December 31, 2025

In consideration of the covenants herein contained, Avellino Isles At The Vineyards hereinafter called Association and Juarez Lawn Care, Inc., hereinafter called Contractor, agree with each other for a one-year contract as follows:

1. The Association Shall:

- a. The Association hereby employs the Contractor exclusively and solely for the maintenance of the property known as Avellino Isles At The Vineyards and the Association, upon the terms hereinafter set forth, beginning on the date shown above and continuing for a period of twelve (12) months.
 - b. This Contract may be canceled by the Association or by the Contractor with or without cause by giving a 30-day written notice to the other.
2. The Associations agent and the Contractor shall consult together for the purpose of carrying out the functions that the Contractor is to perform pursuant to this Agreement. The Association Manager shall have the right to provide reasonable direction to the Contractor in the performance of the Contractors services hereinafter.

3. The Contractor Shall:

- a. Provide on-site supervision at all times while services are being rendered on the properties.
- b. Meet with the Association Agent on a Monthly basis if requested.
- c. Provide personnel on call 24 hours a day, 7 days a week for emergency services.
- d. Provide Worker's Compensation and Liability Insurance with a minimum coverage of one million dollars (1,000,000.00).
- e. Provide and maintain all equipment for ground maintenance.
- f. Sprinkler System of the Association (see paragraph number 5 (f) Sprinkler Systems).
- g. The Contractor will service the property of the Association weekly, twelve (12) months a year, to ensure that the integrity of this contract is not breached.

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4. Maintenance of Grounds Not Included:

- a. Trimming of palms or trees above 8' (see paragraph number 5 (B) (2))
- b. Plant or tree care nor weed control inside of covered courtyards, enclosed porches, enclosed patios or covered walkways.
- c. Maintenance of exotic or unusual plants or trees or landscaping that is not adaptable to Florida growing conditions.
- d. Treatment of Whitefly on Ficus, Palms or Hardwood Trees

5. Contractor provided services:

A. Grass:

1. Mow all turf areas every week during the period of rapid growth. The remainder of the year, the turf shall be maintained in a neat manicured appearance at the recommended mowing height of 3 ½.
2. Grass shall be fertilized three (3) times during the year (February, end of May and October). Premium lawn food (16-0-8) plus secondary plant nutrients will be used during May and October. Also, during the May fertilization process (8-0-10) plus secondary plant nutrients will be used. No less than 50% of the nitrogen must be in slow-release form. The rate of application will be no less than ten pounds per one thousand square feet. The Association shall be notified when the grounds are to be fertilized, so that they may inspect the quality and proper quantity as stated in this paragraph is applied.
3. Grass clippings may be left on the lawn as long as not readily visible clumps remain on the grass surface 24 hours after mowing. Otherwise, clippings shall be collected and disposed of by the Contractor.
4. St. Augustine grass will be kept reasonably free of weeds. Bahia grass will be kept free of broadleaf weeds. Treatment in cool months only.

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B. Trees, Shrubs, Ground Cover and Planting Beds:

1. Trees, shrubs and ground cover will be fertilized during February, end of May and October, with the appropriate fertilizer specified below:

8-0-10 at the rate of ½ pound per 3 inches of Caliber. (see paragraph number 5 (A) (2),
2. We ONLY remove fronds that are touching structures, hanging or broken up to no higher than 8'. If you want trimmed more than 8' we will provide a quote as this is an additional charge.
3. Shrubs and hedges are to be trimmed as often as necessary to maintain a well-manicured appearance. This includes an annual cutback in the spring to ensure that plants remain healthy and to control growth and shape. We will adapt trimmings to the Association's preferences.
4. Hedges on Homeowners properties shall be maintained at 8' and no higher.
5. Beds and tree bases shall be kept weed free.
6. Cypress Mulch & Pine Straw (are not included in this contract option)

C. Edging and Trimming:

1. All edges, along walk and driveways and plant beds shall be done as often as needed to maintain a neat and manicured appearance.
2. A minimum space of 12" at the base of each tree shall be kept free of vegetation to minimize damage from mowers and edger's.
3. All debris shall be removed from all areas of the Association after each service. Debris removal is defined as the routine ordinary debris. Debris damage by others, including storms, hurricanes or other Acts of God are outside of the scope of this contract.

D. Pest Control:

1. All turf, shrubs and trees shall be inspected after each mowing for the presence of insects or disease. Treatment should be implemented immediately if infestation is discovered.

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2. The Contractor shall treat the infected area in accordance with currently recommended pest control procedures. This does not include the treatment of Nematode, Ganoderma, Lethal Yellowing or Crab Grass (There is no chemical available at this time).
3. All pesticide application of herbicides, insecticides shall be made in accordance with Florida Statue #482.
4. All ant hills will be controlled by use of the proper chemicals, only in Turf Areas & Beds.

E. Warranty:

1. If a plant or tree dies from insect or curable disease damage while under OUR tree/shrub care program, it will be replaced with one that is comparable. This warranty only exists when a plant or palm dies from our neglect to treat A CURABLE disease. There are pathogens that are NOT curable such as Ganoderma & Fusarium Oxysporum to name a few. Exclusions to this warranty would be Preexisting Conditions, Nematodes, Borers, Locusts, Acts of God, Wax Myrtle Trees, Wax Myrtle Shrubs, Awabuki, Cassia Trees, Ficus & Palms, infected with Whitefly (these can be treated but at an additional cost) despite proper treatment there is NO guarantee of survival, Photinia Disease and Insects which are untreatable with current available chemicals. In any of the above circumstances we are NOT responsible for replacements this becomes the responsibility of the H.O.A. or Homeowner. Plants , Palms and Trees are living organisms and prone to some incurable diseases again, we will not be responsible for those requiring the need for replacement. Also included in this exclusion are Soil Contamination, Drainage problems or Irrigation related problems. Unless an Irrigation Maintenance agreement is made as part of your Landscape Maintenance Contract and/or the recommended irrigation repairs are authorized and completed, Juarez Lawn Care, Inc., is not liable for plant loss during water restrictions implemented by Collier County and/or the State of Florida.

F. Sprinkler Systems:

1. The Contractor is responsible for sprinkler operations.
2. Damage to sprinkler heads or other parts of the system caused by the lawn Crews shall be repaired or replaced at the expense of the Contractor.

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3.
 - A. The Contractor shall be responsible for the operation and repair of the Association's sprinkler system.
 - B. Monthly Wet Checks are included in this contract.
 - C. Labor and material for repairs following Wet Checks are billed separately to the the Association.
 - D. Labor and material for normal wear and tear of the system will be charged to the Association which includes upgrading of the system, Vu-Flow Filters, Valve Diaphragms, Solenoids, Valves, Pumps, Zone Clocks & Water Main Lines.
 - E. Irrigation systems get a lot of use and parts fail from age and wear & tear.

G. Area Maintenance:

1. Mow and trim grounds contiguous to the perimeter road and spillways as needed to maintain a well-manicured appearance at all times.
2. Apply fertilizer, insecticide and weed control with the same frequency and amounts as shown above.

H. General Appearance:

1. All areas of the Association property and areas contiguous to the Association shall be kept free of debris.
2. No cuttings or trash shall be disposed of on the property.

I. Replacements:

1. The Contractor shall replace plants and sod damaged by negligence in the fulfillment of the Contract, such as over or under watering, over or under fertilization, failure to apply insect or fungus control, etc. The Association shall decide when corrective action is appropriate on replacement of sod and shrubs.
2. The Contractor shall not be responsible for replacement of turf, shrubs, trees or cleanup resulting from cold weather or severe storms. The Contractor shall not perform any additional cleanup or replacements without the prior authorization from the Association.

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3. No repairs to property will be paid by Juarez Lawn Care, Inc., after the fact. Any alleged damage must be inspected by Juarez Lawn Care. If we agree that the damaged occurred at our hand, we will be given the opportunity to repair the damage with a contractor of our choice.
4. The Contractor shall not be held responsible for damage caused by Lawn Mowing if a projectile hits a window or screen and damages it. We cannot be held responsible for unforeseen objects that may have been caused by Mother Nature (Hurricanes, Flooding or other acts of Nature).

J. Compensation:

1. The Association shall be the contact for the service of this contract.
2. Compensation for this contract shall be \$174,276.00 per ONE (1) year period or \$14,523.00 per month payments, shall be made monthly and are due on or before the 7th day of the following month.
3. Juarez Lawn Care shall impose a gas surcharge if the gas price goes above \$4.00 and remains above \$4.00 for a month or longer. The gas surcharge shall be 2% of the total invoice.

Approved for the Association

1/6/2025
Date President Cathy Avenatti
CAM

Aaron Juarez for
Juarez Lawn Care, Inc.
P.O. Box 8755
Naples, FL 34101

Date

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ADDENDUM

- 1) Juarez Lawn Care will provide Areca Palm Cleaning twice a month @ \$385.00/ per cleaning --Totaling \$770.00 per month.
- 2) Should Avellino request more than twice a month Juarez Lawn Care will provide the service each time extra at \$385.00/per cleaning.