

This agreement is made and entered into between:

Full Legal Names: MISSIONWOOD AT MIRAMAR CONDOMINIUM ASSOCIATION, INC.

(Hereinafter referred to as "the Client")

AND

Full Legal Names: BLT LAWCARE LLC

(Hereinafter referred to as "the Contractor")

The Client hereby engages the Contractor to perform lawn care services at the following address

8381 S. MISSIONWOOD CIRCLE MIRAMAR, FL 33025

according to the scope of the work detailed and priced on the **Lawn Care Schedule Estimate** which is attached hereto and forms part of this Lawn Care Contract.

1. Any additional work required by the Client or proposed by the Contractor which is not specified on the Lawn Care Schedule shall be quoted for separately and when completed added to the invoice.
2. Invoices shall be issued at the end of every month with payment due within 15 days from the date of invoice. Returned checks for whatsoever reason shall incur a \$20 fee and overdue accounts shall accrue interest at a rate of 15% per annum. The Contractor reserves the right to suspend services if payments are not made on time.

3. Obligations of the Contractor

- 3.1. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.
- 3.2. The Contractor shall carry Workers Compensation and Liability insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.
- 3.3. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, failing which the cost of all missed services shall be deducted from the invoice.

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4. Obligations of the Client

4.1. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 8am to 6pm.

4.2. The Client shall be responsible for the removal of any objects e.g. toys, furniture, pet waste, rubbish etc. that will hinder the Contractor in performing under this agreement.

4.3. The Client shall keep all pets secured inside a building or fenced area and shall keep people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services.

4.4. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.

4.5. The Client shall be responsible for the day-to-day care of the lawn as recommended by the Contractor and which are not part of the services outlined on the Lawn Care Schedule.

5. Liability

5.1. The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.

5.2. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.

5.3. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.

5.4. The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.

5.5. The Contractor shall be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides or fertilizers. Liability shall be limited to the replacement of the plant(s) by the Contractor.

6. Whole Agreement

This Lawn Care Contract and Lawn Care Schedule attached constitute the sole and entire Agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Lawn Care Schedule provided such termination or amendment is made in writing and submitted to the other party 30 days prior to taking effect.

7. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Contract without the prior written consent of the other party.

8. Governing Law

This Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Florida and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

Signed at Broward County by the Client who warrants his/her authority to enter into this agreement.

Client's Signature: *J. Walker* Date: 3/14/19

Signed at Broward County by the Contractor who warrants his/her authority to enter into this agreement.

Contractor's Signature: *Brian Thibodeau* Date: 2/27/2019
DocuSigned by: B766302EE0A043E...

J.W. 



Estimate

Date	Estimate #
2/25/2019	2869

BLT Lawncare LLC
 1839 Roosevelt st
 Hollywood, FL 33020

LAWN CARE LLC
(954) 445 - 1455
COMMERCIAL & RESIDENTIAL
LICENSED AND INSURED.

Name / Address

Missionwood at Miramar Condo
 8381 S Missionwood Circle
 Miramar, Florida , 33025

Project

Description	Rate	Total
<p>Property maintenance x26 visits a year @ \$4,400 a month.</p> <p>This includes Lawn cutting , weed whacking , trimming , manicuring , and blowing of property.</p> <p>BLT Lawncare doesn't just cut the grass and run away. Our experienced personnel treats the property as it is theirs. We will be constantly trimming , and manicuring. The property will be looking clean year round!</p> <p>All Weeds will be pulled and weedkill application to be applied as needed.</p> <p>All debris to be hauled away each visit.</p> <p>(12) Irrigation wet checks to be completed. Sprinkler parts/Labor is not included in basic wet check. I will provide a quote prior to repair.</p> <p>(4) lawn/ornamental Fertilizer , and pest treatments to be applied every 3 months. All palms and hardwoods to be treated.</p> <p>Please call me with any questions or concerns! BLT Lawncare is excited to take over property!</p>	52,800.00	52,800.00
<p>We hope to do business with you!</p>		<p>Total \$52,800.00</p>

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