



Myers Lawns Inc. DBA Myers inc.

2685 Kirby Cir. N.E.

Palm Bay, FL 32905

Office:321-837-3669

Email:Myersincorporated@gmail.com

Contractor: Myers Inc.

Property Address: Pinewood Village

THIS AGREEMENT, entered into as of 1 January 2025 by and between **Pinewood Village**, a Florida corporation, located in Brevard County, Florida, hereinafter referred to as "Customer," and **Myers Lawns Inc. DBA Myers Inc.**, a Florida corporation, hereinafter referred to as "Landscaper."

Landscaping

- Turf Mowing and Maintenance: Mowing shall be performed with specified mower types and blades to provide a quality cut. Mowing patterns shall be rotated to minimize scapling and rutting by mower wheels and to minimize soil compaction. All mowing shall be completed in one day unless weather hinders.
 - Mowing and edging all turf areas will be done at least once per week during spring through fall grow months.
 - Mowing will not remove more than 1 ½ inches from turf areas with above ground grass
 - Edging and weed trimming will be done at every visit by use of mechanical edger, chemical, or string edging. This is to include, but not limited to, all buildings, obstacles, curbs, walkways, plants beds, and trees.
 - Turf will be mowed, edged, and trimmed weekly during growing season, and Bi-weekly during the slower growth months.
 - All areas will be blown off at the end of each service visit.
- Shrub and Ground Cover Beds:

- Contract includes both entrances, Lakes & up to sidewalk perimeter.
- Storm cleanup/Debris
 - Storm debris is defined by named storms that have sustained wind speed above 50 mph, or have tropical storm recognition. Excessive debris caused by storms will be removed at an extra cost above the contract base cost.
 - Labor hours for raking, dragging, and hauling small debris is \$100/hour
 - Labor hours for tree professionals, with knowledge and safety training with chainsaws \$150/hour
 - Equipment(bucket truck, loader, stump grinder) \$200/hour
 - Large Debris removal \$50/yard

Payment Terms

- Payments shall be made monthly.
 - Invoices will be sent at the beginning of each month of service set at NET 30
- Termination:
 - Either party may cancel the agreement without cause by giving the other party 60 day written notice.
 - If cancelled before one calendar year, any services outside of regular maintenance (Palm trimming, mulch, etc.) will be back billed.
- Extension
 - At end of 12 months, this contract will continue unless either party asks for changes to be made.

Mulch, Palms and Oaks

If Included

● ~~Oaks~~

- ~~○ Shape all Oaks on property (0) time per year to keep a neat appearance.~~
- ~~○ Crepe' Myrtles will be hard pruned (0) time per year in January February.~~

● ~~Mulch~~

- ~~○ Mulch is included in contract with the agreed amount to be paid for as part of the monthly payment. New mulch will be installed (0) time per year between January 1st and February 28th, unless otherwise noted.~~
- ~~○ Included in this contract is (0) cubic yards of Pine Bark.~~

● ~~Palm Trees:~~

- ~~○ If Palm trees are included in contract with the agreed amount to be paid for as part of the monthly payment.~~
- ~~○ Palms will be trimmed (1) time per year between the months of January February.~~

Noted Items

- Damage caused by acts of God, unusual weather conditions, vandalism of other contractors or city workers will be repaired at an additional cost upon approval
- If contract is broken before 12 Months a Prorated rate of completed items (i.e. Mulch, Trees, Annuals) will be owed.
- None of the Landscaper staff shall not make use of the swimming pool, clubhouse, tennis courts, or other amenities of the association. Use of Bathrooms must be approved by HOA.
- Landsaper and all the staff shall exercise due care in parking vehicles and equipment in a manner that will not interfere with property owners and their every day use of the driveways/streets
- Pouring fuel into equipment shall not be done over planted areas. Pouring fuel over any paved surface shall be done in such a manner as to avoid spill.
- Any plant material above 8ft-10ft is out of the scope of work for the Detail crew. Anything above this range is considered (Tree work) and will be sent to management in an estimate form.
- Landscaper shall not begin operation of mechanical equipment before 7:30am

Property Specific Items

- Any extras outside of this contract will be written up as an estimate and presented to management for approval.
- All plant material will be kept off walls and covering signs.

- Pruning shall include, but not limited to, the removal of vegetation that is dead damaged or diseased.
- Hedge and other types of shrubbery will be trimmed as necessary to maintain a manicured appearance .
- Destruction or removal of flowering beds/shrubs will not be done without prior approval from managing parties.
- All shrubbery along concrete areas will be kept trimmed back to the concrete line.
- Weed control
 - Large weeds (10+ in) will be pulled by hand so as not to be allowed to have enough established quantity to detract from the overall aesthetics of the landscape. Drives, walks, curbs and other hard surface areas will be sprayed as needed to kill vegetation in cracks, joints, etc., to provide a neat apperance. All landscaped bed areas where weeds are evident will be treated with **(Herbicide)** to keep these areas relatively weed free.
 - Spraying will be done bi-weekly
 - All areas of poison ivy or oak shall be sprayed regularly with an appropriate substance until it is completely killed and removed.
 - Landscaper will not be held responsible for excessive weeds due to improper mulching, watering, ECT.
- Replacement of Dead or Stolen Plant Materials:
 - Landscaper will provide a bid to replace dead or stolen plant materials within seven days of request after observation or being notified.
- Debris, Trash, and Litter:
 - Small amounts of litter will be removed from all lawn and landscape areas, including drive areas during scheduled visits .
 - All debris resulting from any landscpaing work by Landscaper will be removed before leaving the project.
- Paved areas:
 - All sidewalks, curb lines, and concrete slabs shall be mechanically edged as needed to maintain a neat and clean appearance
 - Weeds and grasses will be controlled with contact herbicide sprays, and/or manual weeding, at the parking area perimeters and paving joints.
- General Provisions:
 - Landscaper shall provide adequate supervision to assure that all work will be done in accordance with these specifications
 - The project will be inspected by Formen after each visit of Landscaper and randomly checked by Supervisor.
 - Costs for normal supplies such as fertilizer, insecticide's, weed treatments, etc. shall be born by Landscaper if included.
 - The Negotiated contract shall be enforced for 12 months (one year) the contract may be canceled by either party after providing a 60 day written notice in advance.
 - Landscaper shall repair or replace any damage project property resulting from negligence or overt acts that is the fault of Landscaper.
 - Landscaper shall accept Responsibility for loss or damage to property, or bodily injury resulting from negligent performance of service

- All insurance shall be provided to the owners/management
- Service Requests
 - Service requests will be acknowledged within 24 hours and scheduled to be completed at the following visit, unless specified as an "emergency". Emergency requests will be handled in 24-48 hours. Any "emergency" will be subject to an additional fee.
 - Requests outside scope of work will be handled as estimates.
- Extra services
 - Anything outside the scope of work of this contract, will be handled as an estimate. Estimates will be forwarded to property manager for approval.

Irrigation

If Included:

- Watering:
 - Landscaper shall be responsible for regular operation of the installed irrigation systems. This will be done through a **monthly** check to ensure the system is working properly.
 - Sprinkler heads and minor repairs will be conducted as necessary, and charges will be passed on to the customer.
 - Major repairs will be submitted by proposal to the customer.
 - Any damaged regarded as more than "minor" will be presented as an estimate before repairing.
 - If during the initial check we find more than a "fair" share of damages, we will immediately report to manager before replacing heads.

Fertilization/Pest

If Included:

● ~~Service Type and Frequency~~

- ~~○ Lawn fertilization, broadleaf weed control, and surface feedings insect control. Lawns will be treated 6 times per year.~~
- ~~○ Palms will be treated (2) times per year if requested and Included~~
- ~~○ Weed infestations will be monitored and addressed~~
- ~~○ Turf will be spot treated with appropriate fungicide as to maintain a neat appearance.~~
- ~~○ Turf will be spot treated as often as necessary with appropriate insecticide to control soil pests.~~
- ~~○ If included shrubs will be spot treated with appropriate insecticides and fungicides as necessary.~~
- ~~○ Shrubs will be treated (4) times per year with a seasonal belnd fertlitzer.~~
- ~~○ The day of fertilization will be in coordination with irrigation system and mow crew.~~
- ~~○ Applications of fertilizers shall be carried out throught the year to maintian proper nutrient levels.~~
- ~~○ Landscaper will use a subcontractor to perform these duties.~~

Lawn, Shrub, Fertilizer, Irrigation

	Annual:	Monthly:
Fert/Pest:	0	0
Irrigation:	6000	500
Detail (Shrubbs):	2574	214.5
Lawn Maintenance (turf):	18359.16	1529.93
Annuals (4 times per year):	0	

Mulch, Palms and Hardwoods

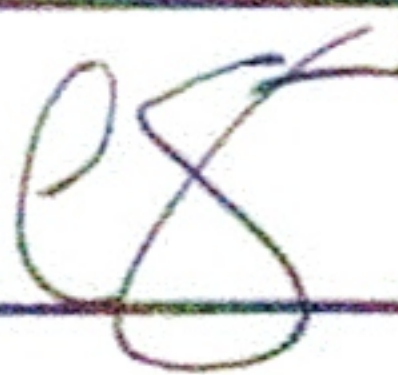
	Annual:	Monthly:
Mulch:	0	0
Playsafe Mulch:	0	0
Palms and Hardwoods:	0	0

Yearly Total:

Annual:	Monthly:
26933.16	2244.43

Landscaper:

Name: Tim Myers

Signature: 

Title: President

Date: 11/4/25

Customer:

Name:  for
Pinewood Village of Mel

Signature: 

Title: MANAGER

Date: Jan 6, 2025

References

Jesus Rodriguez (business owner) : 321.285.9387

Judi Maiorani (owner/property manager): 321.626.5232