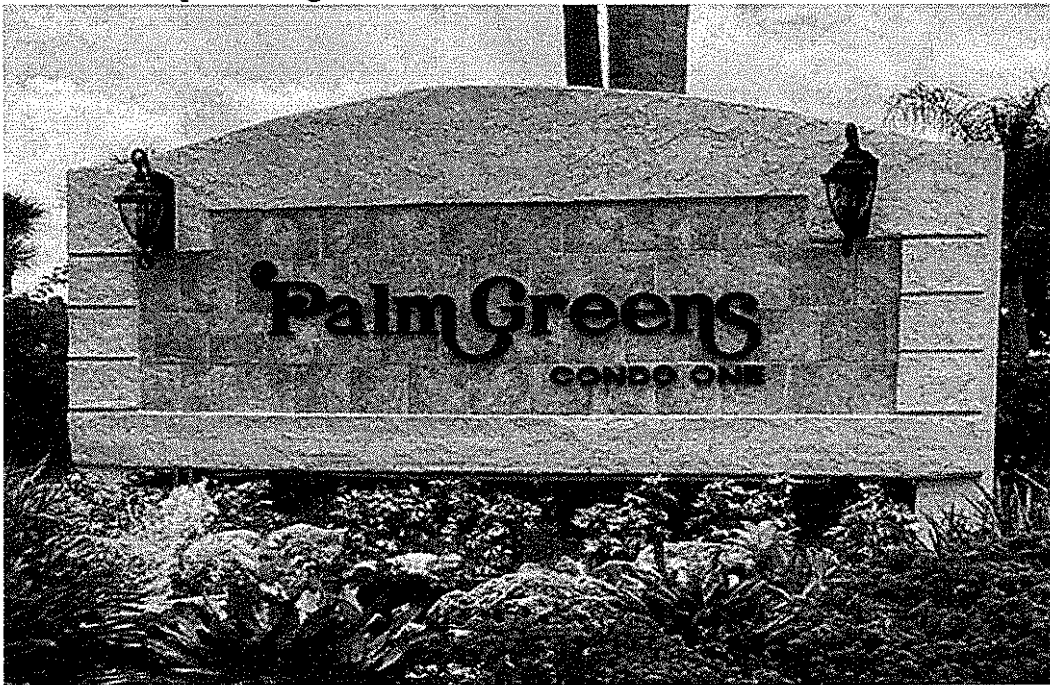




Re: Landscape Management Palm Greens Condo One



Care of: Castle Group

LANDSCAPE MANAGEMENT PLAN PRESENTED TO:

Homeowners Association of Palm Greens Condo One

Introduction

Annco has cared for Florida landscapes for decades, and we know how brutal the environment can be and the unforgiving nature of tremendous and uncared-for-regular-growth. We provide a thoughtful transition plan to assist with the change of taking on Annco as a new partner to oversee your landscape. The key piece of any landscape transition or plan is the people. Annco has spent considerable investment building a truly experienced and educated team. Annco has a Landscape Architect on staff and even a doctor (not MD!) at a high management level. Just as finance companies pride themselves on being fiduciaries and consultants, Annco prides itself on having a staff of managers who can speak to landscape care in a consultive manner and offer guidance on the best steps forward.

This proposal aims to demonstrate the care that Annco would supply to the community of Palm Greens Condo One. Having listened carefully, the concerns you mentioned have helped guide the custom crafting of this plan. It lays out a practical pathway to bring to life a landscape that each party—property manager, homeowners, and Annco—will find satisfying and beautiful. Thank you so much for the opportunity.

Sincerely,

Ryan Drygas
Business Development Manager
Annco Services, LLC.



LANDSCAPE MANAGEMENT PLAN PRESENTED TO:	ii
Introduction	ii
CONTRACTUAL SERVICES QUICK LOOK	iv
TRANSITION PLAN.....	v
SCOPE OF SERVICES	vi
Landscape Maintenance Services	vi
<i>Mowing Services</i>	vi
<i>Pruning and Detail Services</i>	vi
<i>Landscape Bed Weed Control</i>	vi
<i>Gardner/Caretaker Visit</i>	
Turf Care Program	vii
<i>Turf Fertilization Service</i>	vii
<i>Turf Insect and Disease Program</i>	vii
Plant Care Program	vii
<i>Plant Fertilization Service</i>	vii
<i>Palm Tree Fertilizer</i>	vii
<i>Shrub Health Growth Regulator</i>	
<i>Trash/Debris/Cleanup/Leaf Program</i>	vii
<i>Irrigation</i>	viii
<i>Seasonal Color Program</i>	viii
LANDSCAPE CONTRACT TERMS AND CONTRACTUAL PARTIES	ix
Additional Contract Term Provisions.....	xi
TERMS AND CONDITIONS.....	xii
EXHIBIT A: REFERENCES	xvii
EXHIBIT B: COMPLIANCE.....	xviii



CONTRACTUAL SERVICES QUICK LOOK

Community of Palm Greens Condo One

Service	Occurrences	Scope	Other Details
		Common Area + Homes	
Mowing	36	yes	
String Trim	36	yes	
Edging	36	yes	Soft edges every other visit
Weed Spraying Landscape Beds and Crack weeds	12	yes	
Prune/Sheer Shrubs	12	yes	Pruning cycle works with growth regulator.
Palm Pruning (up to 15')	12	yes	From ground w/ pole saw
Integrated Pest Management (IPM)	12	yes	
Turf Fertilization	4	yes	
Palm Fertilization	4	yes	
Perimeter Prune	4		
Debris removal	12		Cleaned up as prune crew works
Irrigation Check (wet check)	12	yes	

TRANSITION PLAN

Depending on the size and complexity of your property, we have built this custom transition plan to suit it specifically. We believe this builds confidence in Annco's product and provides insight into the underlying management steps needed to care for your landscaping. Generally speaking, our transition plans follow these steps.

- (1) Landscape Map detailing the areas to be serviced is agreed to by Annco and Representative of Property: pre-contract signing
- (2) Equipment Procurement (this depends on scale of property):
- (3) Vehicle Procurement (depends on scale of property)
- (4) Hire staff to service property
- (5) Soil Testing
- (6) Irrigation Assessment
- (7) Pictures of property prior to Annco's start
- (8) Plant Quality inspection, determine what is declining, what is missing, etc.
- (9) Initial herbicide treatment
- (10) Irrigation Repairs and Q/C
- (11) 30-day review of property with property representative (what immediate impacts have we made)
- (12) 60-day review of property (at this point, any weed problem should be largely under control, shrubbery that was let go should be starting to take form)
- (13) 90-day review of property (Annco should have a firm handle on irrigation needs, challenge areas, shrubs should be in shape, weeds under control, and enhancement needs coming into focus).

The scale and complexity of your property will determine what type of transition Ganatt plan needs developed, and we will customize one for your property, but Annco includes this sampling as a general guide here.

			Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Stage	Task	Responsible Party						
Signed Contract (pre-start date)	Equipment Procurement	Branch manager	█					
Signed Contract (pre-start date)	Vehicle procurement	Branch manager	█					
Signed Contract (pre-start date)	Hire staff to service prop.	Branch manager and ops managers	█					
Signed Contract (pre-start date)	Soil testing	Bus. Dev. Manager		█				
Signed Contract (pre-start date)	Irrigation inspection	Irr. Tech + ops mang.		█				
Contract Start date	pics of property, assessment of needs day 1	Bus. Dev. Manager		█				
Contract Start date	Plant quality inspection	Client or Ops manager		█				



SCOPE OF SERVICES

Landscape Maintenance Services

Mowing Services

- ❖ Grass to be cut at 3.5 – 4 inches in height (St. Augustine)
- ❖ If other grass is involved, will be cut at a horticulturally sound height (Zoysia, Bermuda, etc.)
- ❖ Hard Edges (sidewalk, driveway, road, concrete edges)
- ❖ Soft Edges (landscape beds and tree rings), alternating mow visits
- ❖ String trimmers to tidy up areas where mowers cannot get to
- ❖ All debris generated from service to be blown back into green space (grass clippings, dirt from edges)
- ❖ Mow team will move dead palm fronds to curbs but will not pick debris up to remove from property other than in turf areas (only debris prohibiting mowing will be moved to curb). Other trash removal or debris policing is not part of “mowing services” contractual scope.

Pruning and Detail Services

- ❖ Annco management will determine the best monthly pruning schedule. This schedule may be irregular based on the number of occurrences.
- ❖ Annco management will determine which plant material requires pruning according to horticultural standards. Annco is thoughtful about pruning and aims to nourish plant material in our practices. This means that some plant material will not be forced pruned constantly into box and circle shape.
- ❖ Shrubs up to 8’ in height are within scope; shrubs taller than 8’ height are outside of scope. Annco will work with communities who have 8’ and taller shrubs to build a reduction plan or an enhancement schedule (outside of contract) to manage these shrubs.
- ❖ Annco will limb up branches on hardwoods up to 8’ height with branch diameter or no more than 2”, and we will prune palm fronds, standing from the ground, up to 15’ height.
- ❖ Dead palm fronds are to be removed from property during prune visits unless otherwise specified in a custom debris removal service. Annco does not pick up dead palm fronds at any other time—only during this prune visit—unless negotiated in this contract and priced separately.

Landscape Bed Weed Control

- ❖ Landscape beds will be treated with chemicals to control/kill weeds.
- ❖ Standard chemical treatments happen monthly; in cases where more treatment is desired beyond contract occurrences (see section on occurrences, pg.), this can be added and priced separately outside of contract.
- ❖ In cases where more specialty care is desired for landscape beds, such can be added and priced into contract (e.g., pre-emergent granular). Such specialty products are not included *de jure* in this contract.
- ❖ Crack weeds and weeds growing in pavers will also be sprayed as part of contractual service.



Turf Care Program

Turf Fertilization Service

- ❖ Turf fertilization will be done in accordance with city or county ordinances, but Annco's standard program involves quarterly application. If requested, ANNCO will provide pricing for this service.
- ❖ Annco reserves the prerogative to provide this application with an automated spreader or other method.
- ❖ Liquid fertilization can be added as a custom feature but is not included in these contractual services *de jure*.

Turf Insect and Disease Program

- ❖ A custom schedule to manage in-turf-weeds can be created to mitigate the spread of weeds, which overtake healthy turf grass. This will be spot treated as needed throughout the community.
- ❖ A custom schedule for likewise treating for insects, disease, and fungus, has been generated. This will also be a spot treatment program.

Plant Care Program

Plant Fertilization Service

- ❖ Plant fertilization will be done in accordance with city or county ordinance, but Annco's standard program involves quarterly application (refer to occurrences on pg for details). If requested, ANNCO can provide pricing for this service.
- ❖ Liquid fertilizer can be added as a custom feature but is not included in these contractual services *de jure*.

Palm Tree Fertilizer

- ❖ Palm trees fertilization plan has been added into contract.
- ❖ Palm trees will be fertilized with a specialty palm blend.
- ❖ Palm trees will receive a standard plant fertilizer plus manganese and magnesium.
- ❖ Boron may be added outside of contract for particularly struggling palms.
- ❖ Standard palm fertilization schedule is three times per year.

Trash/Debris/Cleanup/Leaf Program

- ❖ Annco can provide a detailed raking of all landscape beds each year, or bi-yearly. Crew members will rake out all debris from beds and removed from property. This also has the effect of renewing to a certain extent the aesthetic value of mulch.
- ❖ Annco will pick up loose branches and fallen palm fronds as part of a custom Trash program at a frequency desired by the client/community. Annco will send a debris truck through to pick up branch and fronds that are fallen to the ground.



- ❖ Leaf cleanup is not contractually included *de jure*. If included, Annco will gather all leaves into piles and remove all leaves from the property on a customized schedule. If no leaf cleanup is included in contract, leaves will be blown into turf space and mulched up with the mower.
- ❖ Mow crews do not pick up debris or palm during their cut but will be sure to be moved out of their mow path.

Irrigation

- ❖ ANNCO can provide quality checks involve adjustments of irrigation heads, cleaning of nozzles, lifting of sunken heads, and checking/monitoring controller/programs.
- ❖ Irrigation parts included as part of standard in-contract Q/Cs are the following: nozzles and irrigation heads damaged by Annco's work on the property.
- ❖ All other irrigation parts are excluded from the contractual scope. Here is a list of non-included parts—this list is not exhaustive in nature, but serves as a representation—timers, node controllers, wire, rotors, all pvc pipe, 6" heads, valves, associated miscellaneous parts, etc.
- ❖ The irrigation labor rate for outside of contract repairs and associated work shall be \$75 an hour.
- ❖ Service orders for repairs in between Q/C visits will be billed the standard rate of \$75 an hour, including drive time.
- ❖ Annco reserves the right to process service calls based on the severity of irrigation issue at the time of the next scheduled visit.
- ❖ Emergency visits outside of standard business hours (7 am – 4:30 pm) will be billed at a labor rate of time-and-a-half (\$112.50 an hr.).

Seasonal Color Program

- ❖ Annco will install flowers in Spring and Fall unless otherwise specified.
- ❖ This installation shall include annual fertilizer, flower material, and some amendment of soil.
- ❖ Flowers shall have a 60-day warrantee, to be replaced free of charge during this 60-day period.
- ❖ Typical flowers to be installed shall be 4.5" in size.
- ❖ More exotic flowers—like Sunpatiens—shall be extra and outside of contract unless specified elsewhere in this section. These more exotic flowers cost approximately 25 – 30% more than standard varieties.

LANDSCAPE CONTRACT TERMS AND CONTRACTUAL PARTIES

This Commercial Landscape Contract Management Service Agreement (the "Agreement") dated by and between:

Customer

and

Contractor

Palm Greens Condo One
5801 Via Delray
Delray Beach FL

Ancco Maintenance, LLC

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing and payment responsibilities for landscape management services provided at:

PALM GREENS CONDO ONE
5801 VIA DELRAY
DELRAY BEACH FL.

The initial Term of this agreement shall take effect January 1, 2025 (the "Commencement Date") and will continue through December 31, 2025. Unless specified in the "Additional Contract Term Provisions" section below, this agreement shall automatically renew on a year-to-year basis with a discussion about economic factors, inflation, CPI, or PPI, and scope of work to determine best steps forward, unless either party gives written notice to the other of intention not to renew at least sixty (60) days prior to any anniversary of the Commencement Date.

Services

During the Term, Contractor shall provide, or arrange for the provision of, the Services.

The "Services" consist of the landscape maintenance, enhancement, irrigation, or other general landscape services described in the "Scope of Landscape Services" attached hereto.

The "Landscape Site" consists of the exterior landscaped areas for the site(s) identified on Scope of Landscape Services where Services will be furnished by the Contractor in accordance with the Scope of Landscape Services.

The Contractor shall provide the Services in accordance with applicable professional horticulture standards using trained, uniformed, and properly supervised personnel, and properly maintained equipment.

The Contractor shall promptly remove all of its tools, equipment, surplus materials, landscape waste materials and rubbish from the Landscape Site after rendering Services.

Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.



AGREEMENT PRICE AND PAYMENT TERMS

January	\$	28,333.33
February	\$	28,333.33
March	\$	28,333.33
April	\$	28,333.33
May	\$	28,333.33
June	\$	28,333.33
July	\$	28,333.33
August	\$	28,333.33
September	\$	28,333.33
October	\$	28,333.33
November	\$	28,333.33
December	\$	28,333.33
Total	\$	340,000.00

The Amount in the table above may be subject to sales, consumer, use or other tax. The appropriate sales tax amount will be included on each invoice. Customer agrees to pay all resulting taxes.

Payment for these Services shall be made in accordance to the above schedule and in accordance with the Terms and Conditions of this Agreement. The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any other Billing Schedule attached hereto, the types and frequency of the Services to be performed each month throughout the year may vary according to seasonal requirements. The installment plan and any Billing Schedule are implemented for Customer's convenience of payment only and billings do not necessarily reflect the actual price or value of Services performed. If this Agreement is terminated for any reason on a date other than its anniversary date, then all sums paid by Customer to the Contractor for Services performed since the most recent anniversary date shall be subtracted from the time-and-materials value of Services performed during the same period and, if the result is a positive number, then Customer shall promptly pay the positive value of that amount to the Contractor.



Additional Contract Term Provisions

ANNCO will provide a \$15,000.00 Enhancement Credit to Palm Greens to be utilized at the community's discretion. ANNCO has a Landscape Architect on staff to provide plans/permitting/drawings if so needed for any future projects within the community.

Customer Acceptance

Print Name and Title

John Pascarella President

Signature

JOHN PASCARELLA

Dated:

12/18/2024

Contractor Acceptance

Print Name and Title

Christy Williams

Signature

Christy Williams

Dated:

1/3/2025



DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

“You” and “Your” means Customer and all of their agents or representatives.

“We”, “Our”, “Ours” and “Us” mean Contractor and all of its representatives.

“Services” means all materials, labor, supplies and equipment necessary to perform the specified work.

TERMS AND CONDITIONS

Accessibility: For us to perform the required Services in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required Services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement. Work crews shall arrive at the job site unannounced unless otherwise noted herein.

Taxes: You agree to be responsible for all applicable taxes on the Services and/or materials used or provided in connection with the Services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits, approvals or consent for the Services provided pursuant to this Agreement. Contractor will maintain a license, as required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

Payment Terms: You agree to pay invoices within thirty (30) days of receipt. If a payment plan is indicated on the face of this Agreement, payments under the plan will be due as indicated and without further demand or invoicing required. Should a payment become thirty (30) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. If this happens, the entire Agreement Price (less prior payments) will become due and payable immediately upon demand. A late charge of one-and-a-half (1½%) percent per month will be charged on all amounts that are delinquent. Payment is by check or ACH transfer. A five (5%) percent surcharge will be added for every payment by credit card. Any costs from automated or third-party invoicing processing required by you will be added to the agreement price. Any check dishonored will incur a one hundred (\$100) charge. In the event we must commence collection action or arbitration to recover any amount payable under this Agreement, you agree to reimburse us for all costs, expenses and attorneys' fees when incurred by us.

Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement. We cannot be liable for damages to private or temporary utilities or siding within 6” of the turf. We are not responsible for the conditions of the premises and will not be liable for any slip, trip or fall accidents on these premises.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price. You agree to pay on a time and materials basis for any additional work required to complete the work occasioned by concrete, rock, pipe, electrical lines, etc. encountered while performing such tasks, or any other conditions not readily apparent while estimating the work. We reserve the right to charge for any damages to equipment incidental to performance of contract.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials or service calls requested by you. If requested, you will be charged for these Services at our customer rates then in effect. If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.



Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us or our subcontractor. Therefore, you agree to permit only our personnel or agent(s) to perform the Services included. Should anyone other than us perform such Services, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Subcontracts: We reserve the right to hire qualified subcontractors to perform parts of this Agreement or specialized Services, so long as such subcontractors comply with the provisions set forth herein.

Hold Harmless: If there is a claim, damage, loss or expense that is caused in whole or in part by the negligent performance of the Services by us or anyone whose act we are liable, then, we will defend, indemnify and hold you harmless from and against these claims, damages, losses and expenses. If there is a claim, damage, loss or expense that is caused in whole or in part by any act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless us and our representatives from and against these claims, damages, losses and expenses including, but not limited to, attorneys' fees.

Insurance: We, and our subcontractors, agree to maintain General Liability, Automotive Liability, Worker's Compensation insurance and any other insurance required by law for the Services.

Delays Outside Our Control: In the event that there is a delay, loss, damage or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention. Due to the unpredictability of weather systems, we cannot be held responsible for postponements or cancellations of Services scheduled to be performed. No refund for cancelled Services or allowances shall be made. We shall act diligently to ensure that you receive all Services and the Agreement obligations are met.

Ground Repair Exclusion: We will attempt to minimize disturbance to your property. Due to the size and weight of equipment involved, some damage may occur. You understand that ground repairs are not included. In addition, any objects or plants within the area where Services are performed are your responsibility to either move or waive its rights to claim damages. Dust, dirt, and debris are incidental to the Services, and as such shall not be considered damage.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages arising at any time or from any cause.

Limited Warranty: We will not be held responsible for repairs or damages resulting from weather, animals, vandalism, 3rd party activity or events beyond our control. You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You will look solely to the manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. **WE DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Limits of Liability: We guarantee that our performance of Services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for Services rendered.

Dispute Resolution: Should a dispute arise between you and us that remains unresolved, then either party may seek exclusive relief through the procedure of the American Arbitration Association (AAA), or any equivalent recognized independent arbitrating organization. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the



factual and legal basis for the award. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. We both agree that any action through arbitration against either of us relating to any breach of this Agreement must be commenced within one (1) year from the date when the disputed work was performed.

Workforce: The workforce will be personally presentable for the Services being performed. All employees shall be competent and qualified and shall be U.S. citizens or legally authorized to work in the United States. Contractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a), 60-741.5(a), and 61-300.10. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability.

Non-Solicitation: During and for a period of twelve months following any termination of this Agreement, you shall not, directly or indirectly or through others, hire, solicit or encourage any employee, consultant or subcontractor of ours to leave or terminate their employment or relationship with us. You shall not hire any such employee, consultant, or subcontractor who has left our employment or contractual engagement within one year of such employment or engagement.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Due to the inability to anticipate rising fuel costs, we reserve the right to incorporate a proportional and negotiable fuel surcharge during the course of the contract.

Early Termination: You reserve the right to cancel this contract for reasons of non-performance with thirty days' advance written notice. Such termination shall be effective if we fail to implement corrective action for such non-performance cited in the notice within thirty days. You also reserve the right to cancel this contract upon our bankruptcy or insolvency or upon your sale of the property on which we are to perform Services where the new owner refuses to assume the contract. You agree to forfeit any contract terms that contained multiple year or volume discounts upon cancellation. A reconciliation of the account will be performed, that will charge you for all services provided through the final service date, as well as for any resources utilized or materials previously procured in expectation of the contract's future execution. Credits will be applied for any overpayments previously received. The final invoice shall be due in full upon receipt.

Notice: Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices shall be effective when received. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 4:00pm or on weekends or holidays, will be deemed received on the next business day. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between the parties.

Independent Contractor: We undertake performance of the Services as an independent company and shall be wholly responsible for the methods of performance. You shall have no right to supervise or direct the methods used.

Law and Venue: The Agreement shall be governed by and construed in accordance with the Laws where the work is performed. The venue with respect to any litigation arising hereunder shall be the venue which governs our office location.

Waiver: A waiver by us of any breach of this Agreement shall not be binding unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. You shall pay all attorneys' fees and costs incurred by us in enforcing the rights under this Agreement.

Paragraph Headings: The paragraph headings contained herein are included solely for the convenience of the parties and do not, in any way, modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement. **Purchase Orders:** This Agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter and contains all of the covenants and agreements between the parties and this writing constitutes the final expression of the parties' agreement. This Agreement may not be modified except in writing signed by an authorized representative of each party. No change is allowed to this Agreement, nor shall



they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order from you shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties shall negotiate replacement terms for any invalid provision which reflect the original intent of the parties under this Agreement. **Survival:** Upon completion of the Services or in the event of termination, obligations and duties provided for in the terms and conditions of this Agreement shall survive. Each party binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

Special Provisions:

INSURANCE: Upon Request, CONTRACTOR will submit proof of general liability in the amount of \$1,000,000.

INDEMNITY: CONTRACTOR hereby indemnifies and holds ASSOCIATION harmless from and against any and all claims, demands, damages, costs and expenses including reasonable attorney's fees, and for the defense thereof, arising or from any sole act of negligence of CONTRACTOR, its agents or employees. In the event any action or proceeding is brought against the ASSOCIATION by reason of any such claim, CONTRACTOR agrees to defend such action or proceeding at its own expense.

MODIFICATION AND RENEWAL: This agreement may not be modified except in writing signed by an authorized representative of ASSOCIATION and CONTRACTOR, and this agreement will automatically renew with one-year increments.

NO ASSIGNMENTS: This agreement shall be deemed personal to CONTRACTOR, and in no event, shall it be assigned, pledged or hypothecated.

COMPLIANCE WITH THE LAW: CONTRACTOR shall perform all of the services here-under so as to be in compliance with all laws, ordinances and regulations of federal, state, county and municipal authorities as may be applicable hereto. Any and all objections to the services performed shall be in writing and delivered to Contractor within 30 days of the service or the objection shall be deemed waived.

SUMMARY AGREEMENT: Contractor and Client Mutually agree that the Summary of Services represented in this agreement—represents an annual obligation of services that are delivered in monthly segments. If any service cannot be completed within its monthly segment, the sole remedy will be to reschedule that service within the remaining term of the agreement.

CANCELLATION: This agreement may be terminated with or without cause by either party in the course of the contract year, upon written notice given thirty (30) days before the termination.

SEVERABILITY: In the event any term or provision of this agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determined, and the remainder of this agreement shall be construed to be in full force and effect.

FLORIDA LAW AND VENUE: The Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and venue with respect to any litigation arising hereunder shall be exclusively in Palm Beach County, Florida.

CONSTRUCTION LIEN LAW: The parties hereto agree that upon failure by ASSOCIATION to make payments when due, CONTRACTOR shall be considered a person in privity pursuant to Florida Statutes Section 713.05 and related sections of the Construction Lien Law and be entitled to assert and pursue all rights and remedies pursuant to Florida Statutes Section 713.05 et seq.



ATTORNEYS FEES AND EXPENSES: In connection with any litigation arising out of this Agreement, including, but not limited to, trial court and appellate proceedings, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Additionally, should CONTRACTOR be required to hire an attorney to collect funds due pursuant to this Agreement, ASSOCIATION shall be liable for reasonable attorney's fees and costs incurred by CONTRACTOR, prior to, or in the absence of, litigation.

PARAGRAPH HEADINGS: The paragraph headings contained herein are included solely for the convenience of the parties and do not, in any way, modify, amplify or give full notice of any of the terms, covenants or conditions of this agreement.

SIGNATURES: The parties are relying upon the representation that the individuals executing this agreement have been duly authorized to execute this agreement.

GENERAL SERVICE AGREEMENT: Requests from homeowners and/or Board of Directors to customize contractual services that would impact CONTRACTOR'S equipment, labor, and financial resources, must be approved by CONTRACTOR management 30 days prior to customization, with cost of service mutually agreed upon by CONTRACTOR and Board of Directors.

CREW DAMAGES: All crew damages must be inspected and approved by Annco Services LLC for repair before compensation will be made.

VANDALISM OR THIRD-PARTY ACTIVITY: CONTRACTOR will not be held responsible for repairs of the irrigation system resulting from vandalism or 3rd party activity beyond the control of CONTRACTOR.

ANCILLARY: CONTRACTOR reserves the right to use and apply horticultural products within industry standards which may in turn reduce unwarranted growth of select plant material, specifically – weeds in plant beds, grass at bed, hard surface edges, and select shrubs. CONTRACTOR assumes all liabilities.

LABOR: For a period of twelve months following any termination of Contract or at any time during the course of this contractual agreement, the ASSOCIATION shall not, directly or indirectly hire, solicit, or encourage leaving the CONTRACTOR'S employment, any employee, consultant, or sub-contractor of the CONTRACTOR. ASSOCIATION shall not hire any such employee, consultant, or sub-contractor who has left the CONTRACTOR'S employment or contractual engagement within one year of such employment or engagement.

DISCLAIMER: Due to the unpredictability of the Florida weather system, Annco cannot be held responsible for postponements or cancellations of contractual services scheduled to be performed due to the following: Lightning strikes, Hurricanes, Flooding, Acts of Terrorism, Weather Conditions, or any other acts of nature, as well as Company observed Holidays and employee benefit days, or events that disrupt service beyond the control of Annco Services LLC. No refund for cancelled services or allowances shall be made. Annco shall do all it can to ensure that its clients receive all services and contractual obligations are met annually. ANNCO MAINTENANCE LLC
Irrigation License # PSL-15569

You and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.



EXHIBIT A: REFERENCES

Our primary goal is to deliver a premium service to your community that not only maintains the property to your standards but also increases the level of service throughout the years to ensure Rialto is consistently raising the standards for their residents as well as the overall appearance. To ensure you are confident of our abilities we have provided a list of references.

1. Charlie Gramenz – Facilities Manager Mirasol Country Club
2. Dawn Levinstein – PGA National Masters/Commons
3. Abby Kaiser – Property Manager Somerset Delray Beach¹

Properties ANNCO currently maintains:

1. PGA National Commons/Masters
2. Mirasol Commons/Masters
3. Riviera
4. Montecarlo
5. Esperonza
6. Mariposa
7. Via Verde (Common)
8. Steeple Chase
9. Charter Club
10. Boca West Country Club
11. Boca Grove
12. Valencia Bay
13. The Oaks
14. Somerset

¹ We are happy to provide phone numbers to these persons or other representatives from the communities we service upon request.



EXHIBIT B: COMPLIANCE

Compliance and Verification

Compliance and process adherence makes up the very fabric of which our company is built. From the moment a team member applies, our compliance and verification process begins and runs through to the final product you see when your employee looks out their window.

Employment Verification:

- E-verified
- Drug tested
- Background checks
- Facial Recognition software
- Code of conduct training
- Life Saving Rules

Client Compliance:

- Tailored Invoicing Process to meet client specific needs and procedures
- On site, mobile ticket management
- Mobile Issue Resolution
- “Hot Button” Alerts to continually alert crew of site-specific needs and policies.

