



Landscape/Property Management

Bachman Holdings, Inc.

PO Box 1373

Dunedin, FL 34697

1-866-941-LAWN

727-449-0120

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TAMPA

ORLANDO

JACKSONVILLE

OCALA

GAINESVILLE

HORTICULTURAL MANAGEMENT AGREEMENT

Mission Statement

It is the primary objective and desire of Bachman Holdings, Inc. to provide professional landscape management services for **Lakewood Retreat, Natures Ridge, Waters Edge** for the purpose of managing their outside horticultural environment that will prove to be an asset to the residence as well as enhance the enjoyment of the grounds by the owners.

This horticultural program for the complete care of the landscape through the timely delivery of services as detailed within shall be such that the overall appearance of the residence shall gain in vitality at all times and that no area shall degenerate into an undesirable appearance.

This Program Developed and Prepared for:

**Lakewood Retreat
Natures Ridge
Waters Edge**

Date June 15, 2009

For the purpose of providing landscape management services to: **Lakewood Retreat, Natures Ridge, Water's Edge**

This Agreement is made and entered into by and between Bachman Holdings, Inc. ("Contractor") and **Lakewood Retreat, Natures Ridge, Water's Edge** ("Client").

Approved by:

Brad Bachman, President
Bachman Holdings, Inc.

Initials

DESCRIPTION OF SERVICES

Production: Contractor shall provide for the mowing, line trimming, edging of bed lines, tree wells, and pavement areas, and the blowing of all sidewalks, driveways, and non-enclosed patio areas on a seasonal basis with the following schedule: May through September every week and October through April every other week. Seasonal growth rates/patterns of the turf expected.

Turf areas bordering lakes, ponds, or any body of water shall be maintained to the water's edge. Contractor shall not be responsible for the separate collection and bagging of grass clippings however, mowing equipment shall be of sufficient size and horsepower, and shall be equipped with specially designed mulching decks and blades that will return and re-cycle clippings back to the lawn therefore, producing a neat, clean, and uncluttered appearance.

Included

Utility: Pruning and trimming of all ornamental landscape plantings including, but not limited to, annuals, ground covers, woody and ornamental plantings and hedges, specimen plantings, trees and palms (up to 8' height). Palm fronds that can be reached by a standard pole saw will be trimmed on an "as needed basis". Any tree requiring special equipment will require a price approval and separate contract. Pruning and trimming shall be defined as the shaping of plant and tree materials so as to maintain control of height and natural characteristics of the individual plant and/or tree, removal of dead, diseased, or broken branches, limbs, or fronds, plus the removal of branches, limbs, fronds or foliage which obstructs or hinders pedestrian or vehicular traffic. Work shall also include the removal of weeds – either through hand removal or chemical application – in order to maintain a weed free appearance on a regular and consistent basis, and the removal of trash, debris and litter from within bed areas and that which is generated by the efforts of service personnel.

Included

Irrigation: Contractor shall conduct once per month a visual head-to-head inspection of the irrigation system to ensure proper working order and coverage of turf and bed areas. Contractor shall repair and or replace any part of the irrigation system damaged by service personnel during the course of our work. For work determined as necessary that is not the responsibility of Contractor an estimate for repairs shall be submitted to owner and considered as a separate billable item. Property management is responsible to set appropriate water times and adhere to municipal watering restrictions. Contractor can not be held responsible for damage caused by improper watering practices. Any sprinkler heads that are damaged due to improper location shall not be the responsibility of the Contractor. This includes, but is not limited to height exceeding the root system, installed on a bed or sidewalk edge line. Contractor will also not be responsible for the damage to any heads due to improper functioning. Damages caused by the careless operation of Contractor's equipment shall be repaired by Contractor.

Included

Initials 

Annuals

Can be installed at a price negotiated at time of request

4" annuals can be installed up to (4) times per year on a seasonal rotation.

Annual Warranty Information

Any plant material that dies while under our care due to irrigation problems or covered pest control issues will be replaced at no charge.

We issue no warranty for damage from animal, weather conditions such as hurricane, tornado, tropical storm, hail or excessive rains, vandalism or damage caused by others, or for lack of proper irrigation. We can replace any lost plant material with another 4" annual at a cost of \$2.50 per plant.

Mulch

Can be installed at a price negotiated at time of request

Palms

Can be pruned at price negotiated at time of request.

Hardwoods

Can be pruned at a price negotiated at time of request

Any contract that includes these any or all of the above outlined services (Annuals, mulch, palms, or hardwoods) will be required to pay a one month contract penalty if said contract is cancelled before term date under any circumstances.

Initials

Acts of God: Contractor shall not be responsible for damages to the landscape due to natural disaster including but not limited to hurricanes, water spouts, thunder storms, freezes, etc. Contractor is also not responsible for damage caused by insects, drought, vandalism, other Sub Contractors, or reasons beyond their control. Contractor will make every effort to ensure Client has received its services. Contractor may have to change the normal day of service to ensure its service is completed.

If lawn maintenance equipment is used on saturated areas, the circumstances may be detrimental. The potential risks are: damage to existing turf root system, propagation of fungus related disease, and mud tracks on concrete areas. Contractor intends to minimize these occurrences, although in our tropical climate they are somewhat inevitable. Contractor will determine when and if services can be performed during periods of inclement weather. In the event that the Contractor is unable to fulfill its obligations under this agreement due to weather conditions, the missed obligation will not be made up per the agreement. Contractor will fulfill the missed obligation at the next scheduled date of service or sooner at the sole discretion of Contractor. There will be no credits offered for obligations that are not performed due to acts of God, force majeure, environmental circumstances or inclement weather, which determination shall be made at the sole discretion of Contractor.

Fuel Surcharge: For purpose of this agreement, the standard price for 1 gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price escalated over that of \$3.90 per gallon, a 3% fuel surcharge shall be added to each invoice. This 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$3.90 per gallon, however, the charge may again be implemented in future invoices should the average price again escalates over the established \$3.90 base price.

Damages: Contractor shall not be responsible for the following:

- a. Any damage to personal items such as toys, pet items, lawn and garden tools, extension cords, clothing, lawn furniture, Christmas lights, or any other items not associated with a reasonable landscape design left on turf or shrub areas.
- b. The normal wear-and-tear on outdoor carpeting, ceramic tile, sidewalks, decorative landscape borders and painted porches or driveways caused by the use of the power edger, weed eater, or lawn mower. Slight border damage of these areas is inevitable of the mowing process is to be performed thoroughly.
- c. Any damage caused by or to garden hoses left on turf or shrubbery.
- d. Any damage to vinyl siding which directly borders turf/shrub areas without the presence of a kick plate or landscape border.
- e. Any damage to screen porches which directly border turf/shrub areas without the presence of a kick plate or a landscape border.
- f. Any damage to hidden underground or surface wires and/or pipes which may be damaged in the process of mowing and/or edging.
- g. Any damage to down spouts that do not maintain a least a four-inch clearance over turf areas.
- h. Any damage by or to exposed wiring or piping running from any solid structure directly to the turf and not protected by shrubbery or a landscape border.
- i. Client, its successors and assigns, hereby agree to hold harmless, indemnify and defend Contractor for any claims for damages or injury made by any parties including but not limited to third parties or Client's residents, against Contractor for services provided under this agreement.

**Lakewood Retreat
Natures Ridge
Water's Edge
\$0.00 per month or \$0.00 per year**

Initials 

Cancellation: Either party may cancel this agreement for good cause and with thirty (30) days written notice by the terminating party. The written termination notice shall outline specific reasons for the termination and shall be sent to the non-terminating party by certified mail, return receipt requested. Upon receipt of this letter, the non-terminating party shall be allowed a thirty (30) day period to cure the problems or deficiencies listed in the notice of termination. If the non-terminating party fails to cure or remedy the problems listed in the notice of termination within the thirty (30) day period, the agreement shall be terminated sixty (60) days from the date the non-terminating party receives the original notice of termination. Contractor and Client must meet after the thirty (30) day correction period to determine if contract is terminated or shall proceed as initially agreed. The outcome of this meeting must be put in writing by the Client. Notwithstanding the foregoing, this provision shall not apply to Bachman Holdings in the event the client fails to pay for services as set forth in this agreement. If the client fails to make payments set forth in this contract, Contractor is entitled to discontinue services, recover damages, or pursue any other right or remedy available to Contractor at law, including but not limited to acceleration of all payments due and owing by client under this agreement. If client fails to pay any bills, they will be responsible for all reasonable attorneys fees incurred.

Beginning on the 1st day of October 2009 and ending on the 30th day of September 2010

Client expressly acknowledges and agrees that there will be a four percent (4%) cost of living increase to be incorporated into the contract price after twelve (12) months of service. Contractor will deliver an invoice to the client in the first week of the current month's service. Client agrees to pay each invoice on or before fifteen (15) days after the issue date of the invoice. Failure by Contractor to issue an invoice does not excuse the Client from paying for services provided under this agreement. Any invoices/statements unpaid after the fifteenth day of the month will be assessed a 1.5 percent late charge which will reoccur every successive month until the outstanding balance is received.

In the event that the payment for the maintenance contract becomes 60 days past due, Client will be in breach of contract. Contractor will cease service and will issue an invoice for the remainder of the contract, which will be due upon receipt. Notice of this action will be sent certified mail 5 business days prior to this action.

Contractor agrees to provide all labor, equipment, tools, and supplies for the performance of all services listed herein for **Lakewood Retreat, Natures Ridge, Water's Edge**. As consideration for the Contractor performance, the Client agrees to pay the Contractor the monthly management amount of Zero Dollars and Zero Cents and 00/100 dollars (\$0.00) payable at the beginning of the month during which the services are to be provided. Compensation for extra services performed during any given month shall be due upon completion of those services. In any event that the Contractor has to pursue collections by way of legal counsel or collection agency, the Client will be required to pay all reasonable fees. Any proceedings that may take place will be under the jurisdiction of Pinellas County, Florida.

Please note: this contract is only binding upon the signing of the Villas at Deerfield Contract. This contract will remain in effect for the duration of the Villas at Deerfield contact.

By:  _____  _____ 7/3/09

Wilderness Lake Estates (Date)

Linda Helminkeller, President

Brad Bachman, President (Date)
Bachman Holdings, Inc.
PO Box 1373
Dunedin, FL 34697

Print Name / Title

Work# 813-500-4527

Initials SBH



Landscape/Property Management

Bachman Holdings, Inc.

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HORTICULTURAL MANAGEMENT AGREEMENT

Mission Statement

It is the primary objective and desire of Bachman Holdings, Inc. to provide professional landscape management services for **Villas of Deerfield** for the purpose of managing their outside horticultural environment that will prove to be an asset to the residence as well as enhance the enjoyment of the grounds by the owners.

This horticultural program for the complete care of the landscape through the timely delivery of services as detailed within shall be such that the overall appearance of the residence shall gain in vitality at all times and that no area shall degenerate into an undesirable appearance.

This Program Developed and Prepared for:

Villas of Deerfield

Date June 15, 2009

For the purpose of providing landscape management services to: **Villas of Deerfield**

This Agreement is made and entered into by and between Bachman Holdings, Inc. ("Contractor") and **Villas of Deerfield** ("Client").

Approved by:

Brad Bachman, President
Bachman Holdings, Inc.

Initials

DESCRIPTION OF SERVICES

Production: Contractor shall provide for the mowing, line trimming, edging of bed lines, tree wells, and pavement areas, and the blowing of all sidewalks, driveways, and non-enclosed patio areas on a seasonal basis with the following schedule: May through September every week and October through April every other week. Seasonal growth rates/patterns of the turf expected.

Turf areas bordering lakes, ponds, or any body of water shall be maintained to the water's edge. Contractor shall not be responsible for the separate collection and bagging of grass clippings however, mowing equipment shall be of sufficient size and horsepower, and shall be equipped with specially designed mulching decks and blades that will return and re-cycle clippings back to the lawn therefore, producing a neat, clean, and uncluttered appearance.

Included

Utility: Pruning and trimming of all ornamental landscape plantings including, but not limited to, annuals, ground covers, woody and ornamental plantings and hedges, specimen plantings, trees and palms (up to 8' height). Palm fronds that can be reached by a standard pole saw will be trimmed on an "as needed basis". Any tree requiring special equipment will require a price approval and separate contract. Pruning and trimming shall be defined as the shaping of plant and tree materials so as to maintain control of height and natural characteristics of the individual plant and/or tree, removal of dead, diseased, or broken branches, limbs, or fronds, plus the removal of branches, limbs, fronds or foliage which obstructs or hinders pedestrian or vehicular traffic. Work shall also include the removal of weeds – either through hand removal or chemical application – in order to maintain a weed free appearance on a regular and consistent basis, and the removal of trash, debris and litter from within bed areas and that which is generated by the efforts of service personnel.

Included

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Included

Initials 

Annuals

Can be installed at a price negotiated at time of request

4" annuals can be installed up to (4) times per year on a seasonal rotation.

Annual Warranty Information

Any plant material that dies while under our care due to irrigation problems or covered pest control issues will be replaced at no charge.

We issue no warranty for damage from animal, weather conditions such as hurricane, tornado, tropical storm, hail or excessive rains, vandalism or damaged caused by others, or for lack of proper irrigation. We can replace any lost plant material with another 4" annual at a cost of \$2.50 per plant.

Mulch

Can be installed at a price negotiated at time of request

Palms

Can be pruned at price negotiated at time of request.

Hardwoods

Can be pruned at a price negotiated at time of request

Any contract that includes these any or all of the above outlined services (Annuals, mulch, palms, or hardwoods) will be required to pay a one month contract penalty if said contract is cancelled before term date under any circumstances.

Initials

JBAS

Acts of God: Contractor shall not be responsible for damages to the landscape due to natural disaster including but not limited to hurricanes, water spouts, thunder storms, freezes, etc. Contractor is also not responsible for damage caused by insects, drought, vandalism, other Sub Contractors, or reasons beyond their control. Contractor will make every effort to ensure Client has received its services. Contractor may have to change the normal day of service to ensure its service is completed.

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- b. The normal wear-and-tear on outdoor carpeting, ceramic tile, sidewalks, decorative landscape borders and painted porches or driveways caused by the use of the power edger, weed eater, or lawn mower. Slight border damage of these areas is inevitable of the mowing process is to be performed thoroughly.
- c. Any damage caused by or to garden hoses left on turf or shrubbery.
- d. Any damage to vinyl siding which directly borders turf/shrub areas without the presence of a kick plate or landscape border.
- e. Any damage to screen porches which directly border turf/shrub areas without the presence of a kick plate or a landscape border.
- f. Any damage to hidden underground or surface wires and/or pipes which may be damaged in the process of mowing and/or edging.
- g. Any damage to down spouts that do not maintain a least a four-inch clearance over turf areas.
- h. Any damage by or to exposed wiring or piping running from any solid structure directly to the turf and not protected by shrubbery or a landscape border.
- i. Client, its successors and assigns, hereby agree to hold harmless, indemnify and defend Contractor for any claims for damages or injury made by any parties including but not limited to third parties or Client's residents, against Contractor for services provided under this agreement.

Villas of Deerfield
\$2,966.09 per month or \$35,593.08 per year

Initials SDH

Cancellation: Either party may cancel this agreement for good cause and with thirty (30) days written notice by the terminating party. The written termination notice shall outline specific reasons for the termination and shall be sent to the non-terminating party by certified mail, return receipt requested. Upon receipt of this letter, the non-terminating party shall be allowed a thirty (30) day period to cure the problems or deficiencies listed in the notice of termination. If the non-terminating party fails to cure or remedy the problems listed in the notice of termination within the thirty (30) day period, the agreement shall be terminated sixty (60) days from the date the non-terminating party receives the original notice of termination. Contractor and Client must meet after the thirty (30) day correction period to determine if contract is terminated or shall proceed as initially agreed. The outcome of this meeting must be put in writing by the Client. Notwithstanding the foregoing, this provision shall not apply to Bachman Holdings in the event the client fails to pay for services as set forth in this agreement. If the client fails to make payments set forth in this contract, Contractor is entitled to discontinue services, recover damages, or pursue any other right or remedy available to Contractor at law, including but not limited to acceleration of all payments due and owing by client under this agreement. If client fails to pay any bills, they will be responsible for all reasonable attorneys fees incurred.

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In the event that the payment for the maintenance contract becomes 60 days past due, Client will be in breach of contract. Contractor will cease service and will issue an invoice for the remainder of the contract, which will be due upon receipt. Notice of this action will be sent certified mail 5 business days prior to this action.

Contractor agrees to provide all labor, equipment, tools, and supplies for the performance of all services listed herein for **Villas of Deerfield**. As consideration for the Contractor performance, the Client agrees to pay the Contractor the monthly management amount of Two Thousand Nine Hundred Sixty Six and 09/100 dollars (\$2,966.09) payable at the beginning of the month during which the services are to be provided. Compensation for extra services performed during any given month shall be due upon completion of those services. In any event that the Contractor has to pursue collections by way of legal counsel or collection agency, the Client will be required to pay all reasonable fees. Any proceedings that may take place will be under the jurisdiction of Pinellas County, Florida.

By:

 9/3/09

Villas of Deerfield (Date)

Linda Helmontellor, President

Print Name / Title

Home# 813-500-4527

Work# _____

Cell# 804-986-6383

 9/3/09

Brad Bachman, President (Date)

Bachman Holdings, Inc.
PO Box 1373
Dunedin, FL 34697

Initials

