



E: 47424

LANDSCAPE MAINTENANCE SERVICES

SNYDER, JEFF

2022-2025 IRRIGATION MAINTENANCE SERVICE AGREEMENT

CUSTOMER NAME

HERITAGE OAK PARK C.D.D.
19520 HERITAGE OAK BLVD
PORT CHARLOTTE, FL 33948

BILLING CUSTOMER

HERITAGE OAK PARK C.D.D.
19520 HERITAGE OAK BLVD
PORT CHARLOTTE, FL 33948

Comments: INSPECTION TIME WILL BE (2) DAYS PER WEEK THIS IS A THREE YEAR CONTRACT WITH 2% INCREASE FOR YEAR 2- 2% INCREASE FOR YEAR 3-

Price Qty Subtotal Tax Total

IRRIGATION SYSTEM MAINTENANCE

IRRIGATION CHECK - MONTHLY 4,178.00 12.00 50,136.00 0.00 50,136.00

Please refer to last page for service specifications.

Total Sales 50,136.00
Tax Amount 0.00
Contract Amount \$ 50,136.00

12 payments of \$4,178.00

Method of Billing: Monthly Billing

Conditions: All material is assured to be as specified. All work is to be completed in a professional manner according to standard practices. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control.

Terms: Net 30 Days. Any costs incurred in collection of this agreement, including reasonable attorney's fees, will be paid by the Customer.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. This agreement is valid 12 months from 10/1/2022 unless otherwise specified and will thereafter renew annually unless a written notification is sent by the Purchaser 60-days prior to the aforementioned expiration date.

Mainscape's terms and conditions are incorporated herein, and supercede any provisions herein that are inconsistent with those terms and conditions. See http://www.mainscape.com/termsandconditions.

Customer Signature [Signature] Customer Title Board Chairman COO

Customer Printed Name Paul J. Fabaro Jr Date Signed 9-13-22

Contractor's Signature [Signature] Contractor's Title Regional IRR. Manager

Contractor's Printed Name Zane Stoneman Company Mainscape, Inc

Note: Proposal may be withdrawn if not accepted within 45 days of [Signature] Mainscape Signature [Signature]

Please check the following information and make any necessary corrections. Thank You!

Service Location
HERITAGE OAK PARK C.D.D.
19520 HERITAGE OAK BLVD
PORT CHARLOTTE, FL 33948

Billing Address
HERITAGE OAK PARK C.D.D.
19520 HERITAGE OAK BLVD
PORT CHARLOTTE, FL 33948

Preferred Billing Email Address:

"Mainscape": **Mainscape, Inc.**  
4954 N. Chamberlain Blvd Unit 107D  
Sarasota, FL 34286

"Customer": **HERITAGE OAK PARK C.D.D.**  
**19520 HERITAGE OAK BLVD**  
**PORT CHARLOTTE, FL 33948**

Effective Date: 10/1/2022

THIS MASTER AGREEMENT ("Agreement" as defined in Mainscape Terms & Conditions) is entered into by and between Mainscape and Customer and is effective as of the Effective Date. Mainscape and Customer are each referred to herein from time to time as a "party" and collectively, as the "parties." In consideration of the mutual promises and commitments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


- A. **TERM.** The term of this Agreement shall commence and be effective as of the Effective Date and continue until terminated as set forth herein.
- B. **SERVICES AND DELIVERABLES.** Mainscape shall provide to Customer the Products and/or Services described in this Agreement.
- C. **TERMS AND CONDITIONS.** The following is attached hereto or viewed by Customer at <http://www.mainscape.com/termsandconditions> and made a part of this Agreement as of the Effective Date, as evidenced by the initials of an authorized representative of each party next to document:


<u>Mainscape Initials</u>	<u>Pertinent Document</u>	<u>Customer Initials</u>
_____	Mainscape Terms & Conditions	<u>PP</u>

- D. **SCHEDULES.** Depending on the type of Services and/or Products to be provided, one or more of the following Schedules may be attached to this Agreement. Such Schedules shall be evidenced by the initials of an authorized representative of each party in the box next to the relevant Schedule. Each attached Schedule that is initialed by both parties is made a part of this Agreement as of the Effective Date.

<u>Mainscape Initials</u>	<u>Schedule</u>	<u>Customer Initials</u>
_____	Landscape Services Schedule	<u>PP</u>

IN WITNESS WHEREOF, the parties acknowledge that a duly authorized representative of such party has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions set forth in this Agreement.

MAINSCAPE  
By:   
Printed: Zane Stoneman  
Title: Regional Irrigation Manager  
Date: 9-12-2022

CUSTOMER  
By:   
Printed: Paul J. Folero Jr  
Title: Board Chairman CD  
Date: 9-13-22