

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

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

Effective Date: 10/1/2023

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>LG</u>	<u>Pertinent Document</u> Mainscape Terms & Conditions	<u>Customer Initials</u> <u>PG</u>
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- 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>LG</u>	<u>Schedule</u> Landscape Services Schedule	<u>Customer Initials</u> <u>PG</u>
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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: Loren Garner
Printed: Loren Garner
Title: Account Executive
Date: 5/20/23

CUSTOMER

By: PG
Printed: PAUL J FALOUTO JR
Title: CHAIRMAN
Date: 6-5-23



E: 48509

LANDSCAPE MAINTENANCE SERVICES

GARNER, LOREN L

2023-24 LANDSCAPE MAINTENANCE 12 Month SERVICE AGREEMENT

CUSTOMER NAME

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

Comments: CDD (Oct 1, 2023- Sept 30, 2024)

BILLING CUSTOMER

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

	Price	Qty	Subtotal	Tax	Total
LAWN CUTTING AND EDGING					
MOWING -- WEEKLY	1,426.86	30.00	42,805.80	0.00	42,805.80
WEEKLY MAINTENANCE	171.22	44.00	7,533.68	0.00	7,533.68
MOWING -- BI-WEEKLY	1,426.86	10.00	14,268.60	0.00	14,268.60
LAWN TREATMENT PROGRAM					
CUSTOMIZED LAWN TREATMENT - ST. AUG - EARLY SPRING	1,063.99	1.00	1,063.99	0.00	1,063.99
CUSTOMIZED LAWN TREATMENT - ST. AUG - WINTER	1,036.98	1.00	1,036.98	0.00	1,036.98
CUSTOMIZED LAWN TREATMENT + PREVENTATIVE CHINCH BUG - ST. AUG - LATE SPRING	1,803.70	1.00	1,803.70	0.00	1,803.70
SMALL TREE/SHRUB CARE					
CUSTOMIZED NON-NATIVE PALM FERTILIZER	444.52	1.00	444.52	0.00	444.52
CUSTOMIZED ORNAMENTALS & NON-NATIVE PALM FERTILIZER	838.63	2.00	1,677.26	0.00	1,677.26
CUSTOMIZED T/S PEST CONTROL	409.28	6.00	2,455.68	0.00	2,455.68
BED CARE					
PREMIUM WEED CONTROL	639.16	12.00	7,669.92	0.00	7,669.92
PRUNING	1,893.07	9.00	17,037.63	0.00	17,037.63
PRUNING <i>beds around walk path</i>	730.56	4.00	2,922.24	0.00	2,922.24

Please refer to last page for service specifications.

Total Sales	100,720.00
Tax Amount	0.00
Contract Amount	\$ 100,720.00

12 payments of \$8,393.33

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. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure. Purchaser agrees not to employ any Mainscape employees for the duration of this agreement and for a period of twelve (12) months after agreement expiration, unless otherwise specified in writing by Mainscape. Purchaser is to carry all risk property coverage. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

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 for the duration of the terms as specified from 10/1/2023 and will thereafter automatically renew unless a written notification is sent by the Purchaser 60-days prior to the aforementioned expiration date. If Purchaser cancels this agreement at any time other than the aforementioned date, Purchaser agrees to pay the balance due for the work completed. Purchaser may cancel this agreement at any time by giving a 60-day notice, provided all amounts due and owing Mainscape are timely paid. Mainscape may cancel immediately if Purchaser defaults on agreed upon payment terms.

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  Customer Title Chairman

Customer Printed Name Paul J. Folgado Jr Date Signed 6-5-23

Contractor's Signature  Contractor's Title Account Executive

Contractor's Printed Name Loren Garner Company Mainscape, Inc.

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

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

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

Preferred Billing Email Address:

