

Palm Beach-Broward Landscaping

August 22, 2023

Lotus at Boca Raton

Dear Board of Directors

Palm Beach-Broward Landscaping is a full service landscape maintenance company that has been servicing the south Florida area since 1989. Our skilled staff and employees can furnish the ultimate in professional care in a most comprehensive array of services.

- **Landscape and Turf Maintenance**
- **Fertilization**
- **Irrigation**
- **Arbor Care**
- **Landscape Design and Installation**
- **Tree Farm and Nursery Operations**
- **Complete Consultation**

And Palm Beach-Broward Landscaping can provide these services at a **very competitive price**.

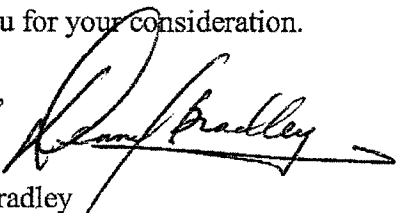
For our clients' protection, Palm Beach-Broward Landscaping carries a **\$1,000,000.00 liability insurance** policy and **workman's compensation** coverage. All employees are carefully selected and trained to insure that all maintenance procedures are **aesthetically pleasing, horticultural and environmentally sound**, and carried out with the utmost concern for **safety**.

From our extensive list of satisfied clients, we have enclosed a list of several of the properties that we service in your area. We invite you to inspect these properties and to contact us at any time for additional information. We would also welcome the opportunity to meet with you to present our services and operations in greater detail and to answer any questions which you may have.

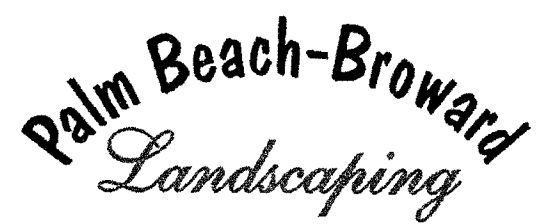
We, at Palm Beach-Broward Landscaping, are **confident** that we can provide the type of service that will both protect and show to its greatest advantage your extensive investment in a most attractive landscape.

Thank you for your consideration.

Sincerely,



Dennis Bradley
Palm Beach Broward Landscaping



LANDSCAPE MAINTENANCE CONTRACT

MDL Property Maintenance Inc. d/b/a Palm Beach- Broward Landscaping (Contractor) agrees to provide landscape maintenance services for _____ FL

Contractor carries General liability Insurance in the amount of One Million Dollars per incident. Contractor carries full insurance coverage on all vehicles and equipment. Contractor's employees are fully covered by workman's compensation laws required by the State of Florida. Contractor will include proof of insurance in this contract-naming client as additionally insured.

Contractor will maintain all applicable licenses, provide all the materials, equipment, and labor needed to provide the services delineated in this contract. Contractor will hold client harmless for the results of its duties.

This contract begins on _____ 2023 to _____, 2026

SUMMARY OF SERVICE

AREA TO BE SERVICED- Common Area and Homes

40 CUTTINGS FOR ST. AUGUSTINE/ 50 CUTTINGS FOR ZOYSIA-

- Police Property for Debris and Obstacles
- Mowing of all Turf Areas described above using Advanced Commercial Turf Technology Along with Razor Sharp Blades Providing a Uniform Height Smooth Texture and Lush Appearance
- Edging of all Hard Surfaces Beds and Tree Rings to Maintain a Professional Sharp Edge Appearance
- Line Trimming of all Turf Areas Not Accessible by Mowers
- Blow Clean all Turf Clippings each Day Service is Being Performed

12 TRIMMINGS- Onsite Personnel

- Trim all Hedges Using Freshly Sharpened Dual Action Blades to Maintain a Professionally Manicured Appearance
- Horticultural Sound Pruning of all Ornamental Plant Material to Promote Flower Bud Development Foliage Growth and a Professionally Manicured Appearance. PBBL to leave Blooms on flowering Bushes and Trees.
- Limbing of all Tree Branches and Cleaning of Trunk Growth (suckers) to a Height of 8 Feet
- Pruning of all Dead Palm Fronds and Seed Pods to Pole Saw Height
- Blow Clean and Remove from the Property all Clippings, Leaves, Limbs, and Debris Each Day Service is Being Performed
- Once Every Month

WEEDING- Onsite Personnel

- Maintain a Neat Appearance in all Beds and Ornamentals Using Non-Selective Herbicide as Well as Mechanical Weed Control
- Maintain Weeds and Grass Growing Through Fences, Sidewalks and Driveways Using Non-Selective Herbicides
- All Chemicals Being Applied are the Latest in Professional Herbicide Products Used in Landscape Management Practices Today, Causing Absolutely No Harm to Humans, Pets, Ground Water, or the Environment
- Year-Round on-Going Maintenance (minimum once every month)

TURF SPRAYING-

- **Spot Treat Coverage of All Turf Areas** Using the Latest in Environmentally Sound Professional Products. This will control chinch bugs, aphids, fire ants, scale, sooty mold, leaf minor fungi, and other common lawn and shrub destroying pests.
- **IPM – integrated pest management** = Insect Control in a Liquid and/or Dry Format Designed to Control and Prevent Lawn Damaging Insects and Fire Ants as needed.
- Disease Control for the Full Array of Turf Damaging Fungus
- **IWM – integrated weed management** = Combinations of Liquid and Dry Herbicides to Control Both Grassy and Broadleaf Weed Types in Turf Areas
- All Applications are Performed and Managed by Highly Trained as Well as Safety Regulated Personnel, who are Constantly Trained and Tested on the Latest Advancements in Products and State Requirements
- Service Calls Between Visits at No Charge
- Regular Inspections
- Twelve Inspections Per Year

ORNAMENTAL SPRAYING-

- Spot Treat Coverage of **All Ornamentals and Plant Material** Using the Latest in Environmentally Sound Professional Products. This will control chinch bugs, aphids, fire ants, scale, sooty mold, leaf minor fungi, and other common lawn and shrub destroying pests.
- Bio Catalyst to Help Penetrate Through the Leaf for Better Absorption
- Chelated Micronutrients to Help Promote Greening and Plant Development
- Potassium Sulphate to Help Promote Flowering and Bud Development
- **IPM – integrated pest management** = Systemic Insecticides to Control the Full Array of Plant Damaging Insects as needed .
- Systemic Fungicides to Control the Full Array of Plant Damaging Fungus as needed
- All Applications are Performed and Managed by Highly Trained as Well as Safety Regulated Personnel, who are Constantly Trained and Tested on the Latest Advancements in Products and State Requirements
- Service Calls Between Visits at No Charge
- 12 Inspections per year

FERTILIZATION-

- Fertilize all Turf Areas with a Controlled Release Fertilizer to Maintain a Consistent Green Professional Appearance
- Fertilize Ornamentals with a Controlled Release Fertilizer Containing a Minors Package to Promote Blooming and Foliage Growth
- Fertilize Palm Trees with a Controlled Release Fertilizer Containing a Minors Package to Promote Healthy Growth
- All Fertilizers are Custom Blended to Palm Beach Broward Landscaping's Specifications to Allow Product Control for Inconsistent Seasonal Patterns Moisture Conditions and Individual Clients Ever-Changing Circumstances
- Turf Fertilizer Will be Applied by a properly licensed and trained technician with a Combination of Manual Operated and Power Operated Professional Equipment by Trained Personnel Only
- Palm, Tree, and Shrub Fertilizer Will be Applied by Hand for Maximum Results by Trained Personnel Only
- Blow Clean all Access Fertilizer from Concrete Walkways Driveways and Patios Before Leaving the Property
- Four Times Per Year (Quarterly)

IRRIGATION- Onsite Personnel

- Activate All Zones For a Quality Check (QC) Common areas only
- Clean Clogged Heads From Debris
- Adjust Nozzles For Proper Trajectory and Coverage
- Check For Proper Operation of Valves
- Service and Adjust Time Clocks For Seasonal Watering Patterns
- All Sprinkler Heads Found Not to be Performing Properly During Monthly QC Will be Replaced
- Twelve Times Per Year

Repairs-

A. any damage caused by Palm Beach Broward Landscaping will be repaired at no charge

B. any damage caused by vandalism or mechanical wear or failure will be billed at \$65.00 an hour for a specialist, \$55.00 an hour per technician, plus parts, **minor repairs such as replacing heads and nozzles during the monthly quality check is billed as parts only (no labor)**

C. any damage found during the monthly service that pertains to B will be repaired automatically if the cost is less than \$300.00, any damage found that exceeds \$300.00 will be estimated and require authorization.

D. any repairs from the valve to the irrigation head are parts only, no labor. Any repair to the valve, mainline, wires, solenoid, valve box, clocks and/or vandalism to any part of the system will pertain to B.

- **Option Available for Flat Rate Irrigation Agreement for QC Materials only**
Additional \$1,500.00 per month \$18,000.00 Annually

LANDSCAPE MANAGER

- Oversee All Aspects of Landscape Contract
- Attend all Landscape Meetings That are Requested
- Complete Regular Inspections for Disease, Pest, Fungus, Irrigation and/or Any Other Landscape Deficiencies That May Arise
- 5 Years Plus Experience at Supervisory Level

PRICING OF ALL SERVICES COMBINED:

Monthly Service Cost \$92,083.33 Annual Service Cost \$1,105,00.00

OTHER SERVICES

Any other services not stated in this contract can be done by contractor at an additional charge to be negotiated with client before service is performed. Contractor shall obtain the prior written approval of the Client before commencing any other services not stated in this contract or any services which will result in any additional charge to Client. In the event Contractor fails to obtain such prior written approval, Client shall not be liable for any additional charges related thereto

PAYMENT TERMS

Client is invoiced on the first of each month which is due at the end of that month. Any outstanding invoice after 60 days will be subject to a 1.5% per month (18% per annum) interest rate.

DISEASE AND PEST EXEMPTION

It is understood that certain diseases and conditions are beyond Contractor's control i.e.: Carpet Grass, Pink Hibiscus Scale, Ganoderma, Fusarium Blight, Ficus White Fly, Brown Patch Fungus, Drought Damage and Lethal Yellowing Disease; and are not covered in this Contract. Contractor will keep the landscape in a healthy condition to try to avoid these problems

INSURANCE TO BE CARRIED BY CONTRACTOR

Contractor shall furnish the Client with a Certificate of Insurance evidencing the following concurrent with the signing of this agreement with Boca Delray Assoc listed as additionally issued:

- a. Workers= Compensation \$1,000,000.00.
- b. Public Liability Coverage in the minimum amount of \$1,000,000.

- c. Comprehensive automobile liability coverage in the minimum amount of:
 - i. Bodily injury by accident \$300,000 per person.
 - ii. Bodily injury by accident \$1,000,000 per accident.
 - iii. Property damage by accident \$100,000 per accident.
- d. Umbrella policy coverage of \$1,000,000.00

LIAISON

Client agrees that one designated Board Member and/or Property Manager will be contractor's liaison with the community. Comments from residents will be made to the designated liaison that will relay them to the contractor.

EMERGENCIES

Contractor agrees to respond to all emergencies within twenty-four hours, and non-emergency situations within forty-eight hours. Contractor will respond with either written or verbal acknowledgment of the situation or complaint specifying its plan of action. Any verbal complaints or emergencies must be followed up in writing by the client.

WEATHER

Any services delineated in this contract that cannot be performed on schedule due to bad weather such as rain or any acts of God; will be made up at a later date agreed to with the client during this contract period however, if the work can not be performed and is not made up, client shall receive a credit/offset on next invoice. Any storm cleanup following tornados, hurricanes or severe thunderstorms will be done as soon as possible at an additional charge to be negotiated in advance between the contractor and client. Contractor shall obtain the prior written approval of the Client before commencing any other services not stated in this contract or any services which will result in any additional charge to Client. In the event Contractor fails to obtain such prior written approval, Client shall not be liable for any additional charges related thereto

In the event that Client suffers damages resulting from acts of nature, for example but not limited to hurricanes, storms, and tornadoes, the Contractor will use its best efforts and full resources to assist the community to recover. This may include items such as removing debris and up righting trees and shrubs where necessary.

PROFESSIONAL DEMEANOR

Contractor agrees all employees shall each wear identifying shirts while on the property of the community. A foreman will be on the job supervising contractor's employees at all times. All machinery, vehicles and work tools of the contractor will be safely and properly used and/or stored while on the property of the community. Contractor shall be responsible for the security and welfare of its materials, tools and work while on Client's property. All debris will be removed at the end of each day before the contractor departs from the property. Client will receive a schedule at the beginning of the month stating the dates, location and type of work contractor will be working on the property.

DAMAGES

Any Damages done throughout the community by Contractor will be repaired by Contractor. If Contractor cannot repair damages Contractor will choose a subcontractor that both parties agree to and authorize any necessary repairs. The Contractor will be responsible to pay the sub contractor. **See exhibit "A"**

CONTRACT COSTS

The work to be performed under this contract includes all transportation, storage, equipment, supplies, labor and materials. All work performed by contractor or by others to make this contractor's work comply with applicable building codes or interpretations thereof, shall be performed at no additional cost to the association. The work shall also include all labor, materials, and everything required or claimed by contractor's materialmen, suppliers, or laborers to complete the work. Any Petroleum Surcharges will only apply after an exurbanite increase has been established in the market place and Contractor and Client have negotiated in good faith on an

applicable solution. (Be that a temporary percentage surcharge or a reduction in services.) Contract includes the following Increases over the three year Term 2025 3% Increase 2026 3% Increase

MATERIALS AND TOOLS

Contractor shall be responsible for the security and welfare of its materials, tools and work while on association's property.

CLEAN-UP

Contractor shall cause no waste to the associations or adjoining property in the performance of this contract, and at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the work it shall remove all its waste materials and rubbish from and about the project as well as its tools, construction equipment, machinery and surplus materials and return all affected areas of the property to a broom clean condition.

If after three days notice by association's representative to contractor's representative at the site of work contractor has not diligently proceeded with the clean-up as outlined in this paragraph, then association has the right to proceed with the clean-up at contractor's costs and expense.

Free, clear and unobstructed egress and ingress with respect to the association's property shall be maintained by contractor.

INDEMNIFICATION

Contractor shall indemnify and hold harmless the Client, its officers, directors, and members against any and all claims and costs for damage to the person or property of others, including the cost of defending such claims, arising out of Contractor's operations, providing such claims are attributable to negligent or wrongful acts or omissions of Contractor, its officers, directors, agents or employees, and any of Contractor's, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

NOTICES, PERMITS and APPLICABLE LAWS

Contractor shall give all notices and comply with all local ordinances, requirements of city and county building codes, and of federal and state authorities, which are applicable to the work.

ASSIGNMENT

Contractor shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the prior written consent of the Client.

ENFORCEMENT

If it becomes necessary to hire an attorney to enforce any provision of the Contract, the prevailing party shall be entitled to recover their costs and attorneys' fees incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings. Any legal proceeding concerning this Agreement shall be brought in a court of law with competent jurisdiction in Palm Beach County, Florida.

CONSTRUCTION OF CONTRACT AND ADDENDUM

All parties hereto agree that each has either received, or had the opportunity to obtain, independent legal counsel with respect to this Contract. The parties further agree that this Contract is the joint product of all parties herein and shall not be construed against any individual party as the drafter of this Contract.

ENTIRE AGREEMENT

The terms and provisions of the Contract represent the entire agreement between the parties. There shall be no change in any of the provisions of the Contract without the prior written approval of all parties.

TERMINATION

Either party may terminate this Contract at any time, with or without cause, upon Sixty- (60) days written notice. In the event of termination of this contract, contractor shall not be entitled to payment for any services that were not performed, nor for any services that were scheduled to have been performed more than Sixty (60) days after the written notice of termination. Client cannot withhold payment during this Sixty (60) Termination Period for any monies due for normally scheduled maintenance performance, nor for authorized work order services which were performed prior to the date of the written Termination Notice. Contractor may not withhold or suspend services during this Sixty (60) day Termination Period, EXCEPT if the client refuses to pay for services performed in accordance to this contract prior to the date of the Termination Notice, contractor may suspend services immediately. All monies due to the contractor for services performed in accordance with this contract during the Sixty (60) day Termination Period shall be due in full to the contractor within thirty days of the final Termination Date. Changes or amendments to any section of this contract shall be in writing only, dated and signed by both parties. The voiding of any portion of this contract will not change or void any other portion of this contract.

ACCEPTANCE

We have read all the above terms of this contract and we concur with them. Contractor is hereby authorized to perform the work delineated above at the prices stated above.

CLIENT

10/18/23
Date

Lotus at Boca Raton

Pres. [Signature]
Title

CONTRACTOR

10/10/23
Date

[Signature]
MDL Property Maintenance Inc.

d/b/a Palm Beach Broward Landscaping.

General Manager
Title

Addendum To Contract
Between
M.D.L. Property Maintenance, Inc. d/b/a Palm Beach-Broward
Landscaping
and
Lotus Homeowners Association, Inc.

M.D.L. Property Maintenance, Inc., d/b/a Palm Beach-Broward Landscaping, a Florida corporation, and Lotus Homeowners Association, Inc., a Florida non-profit corporation, are parties to the attached Landscape Maintenance Contract dated August 22, 2023 (the "Contract"). The parties agree to amend the Contract as follows:

1. **CONFLICT BETWEEN CONTRACT AND ADDENDUM**. In the event of any conflict or ambiguity between this Addendum, and any other documents, or the Contract, this Addendum shall control and supersede the Contract and such documentation.
2. All references in the Contract and this Addendum to "Lotus at Boca Raton" or "Association" or "Owner" or "Client" shall mean and refer to Lotus Homeowners Association, Inc., a Florida non-profit corporation. All references in the Contract and this Addendum to "Contractor" or "Palm Beach-Broward Landscaping" or "PBBL" shall mean and refer to M.D.L. Property Maintenance, Inc. d/b/a Palm Beach-Broward Landscaping, a Florida corporation.
3. **PAGE 2**. Page 2 of the Contract is hereby amended as follows (added language indicated by double-underline; deleted language indicated by ~~strikethrough~~):

M.D.L. Property Maintenance Inc. d/b/a Palm Beach-Broward Landscaping (Contractor) agrees to provide landscape maintenance services for Lotus at Boca Raton Homeowners Association, Inc., in Boca Raton, FL, in accordance with the covenants, terms, conditions, and obligations contained herein this Contract.

Contractor carries General liability Insurance in the amount of One Million Dollars per incident. Contractor carries full insurance coverage on all vehicles and equipment. Contractor's employees are fully covered by workman's compensation laws required by the State of Florida. Contractor will include proof of insurance in this contract-naming client as additionally insured. The policy limits of all such insurance coverage of Contractor are as further set forth in the "Insurance to be Carried by Contractor" section of the Contract.

Contractor will maintain all applicable licenses, provide all the materials, equipment, and labor needed to provide the services delineated in this contract. As further set forth in the "Indemnification" section of the Contract, Contractor will hold client harmless for the results of its duties.


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This contract begins on 10/1 2023 to 12/31, 2026

4. **INSURANCE TO BE CARRIED BY CONTRACTOR**. The Section on pp. 6-7 of the Contract, titled "Insurance to Be Carried By Contractor", is deleted in its entirety and replaced with the following:

Contractor shall maintain the following types and limits of insurance until the expiration of the Contract, subject to the terms and conditions set forth in this Section:

Contractor shall procure and maintain the insurance cited in this Section for the duration of this Contract which insurance shall be placed with insurance companies authorized to do business in the State of Florida and rated A minus VII or better by the current edition of A.M. Best's Key Rating Guide or as otherwise approved by Owner.

Contractor's insurance coverage is Primary and Non-Contributory to any insurance of the Owner.

(a) **COMPREHENSIVE GENERAL LIABILITY**. Commercial General Liability insurance for the work written on an occurrence form with policy limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate, and \$2,000,000.00 aggregate for products-completed operations hazard, providing coverage for claims including:

- (i) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- (ii) personal injury and advertising injury;
- (iii) damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- (iv) bodily injury or property damage arising out of completed operations; and
- (v) Contractor's indemnity obligations under this Contract and Addendum.

The General Liability Insurance Policy must include, without limitation, a waiver of subrogation endorsement in favor of the additional insureds, and appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability (with employee and contractual exclusions deleted); Broad Form Property Damage Liability; Broad Form Contractual Liability supporting Contractor's indemnification agreements in favor of the additional insureds; Independent Contractor's Protective Liability; Completed Operations and Products Liability for a period of not less than two (2) years following the date of final payment for all services provided under this Contract. Contractor shall furnish the Owner with a

Certificate of Insurance, an endorsement, and an Additional Insured Form for such two (2) year period. Contractor shall furnish the Owner with a Certificate of Insurance, an endorsement, and an Additional Insured Form from Contractor's insurance carrier naming the Owner, and its officers, directors, agents, and employees, as an additional insured on all such policies including, but not limited to General Liability and Completed Operations. The General Liability Insurance Policy required herein shall have a "Per Location Aggregate" endorsement, as well as be on an "Occurrence" basis. A "Claims-Made" policy is not acceptable. Coverage shall be no less than the limits carried by Contractor or the limits required in this Contract, whichever is greater.

Contractor's Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:

- (i) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- (ii) Claims for property damage to Contractor's work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a Subcontractor.
- (iii) Claims for bodily injury other than to employees of the insured.
- (iv) Claims for indemnity under this Contract arising out of injury to employees of the insured.
- (v) Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- (vi) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- (vii) Claims related to residential, multi-family, or other habitational projects, if the work is to be performed on such a project.
- (viii) Claims related to roofing, if the work involves roofing.
- (ix) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the work involves such coatings or surfaces.
- (x) Claims related to earth subsidence or movement, where the work involves such hazards.
- (xi) Claims related to explosion, collapse and underground hazards, where the work involves such hazards.

(b) **AUTOMOBILE LIABILITY.** Automobile Liability Insurance Policy covering vehicles owned, and non-owned vehicles used, by Contractor written with limits of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

Contractor shall furnish Owner with a Certificate of Insurance, and an endorsement from Contractor's insurance carrier naming Owner, and its officers, directors, agents, and employees, as an additional insured on all such policies.

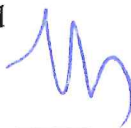
(c) **UMBRELLA/EXCESS LIABILITY.** Umbrella/Excess Liability insurance with limits of not less than \$1,000,000.00 for each occurrence of bodily injury and/or property damage and/or automobile liability. Contractor shall furnish Owner with a Certificate of Insurance, and an endorsement from Contractor's insurance carrier naming Owner, and its officers, directors, agents, and employees, as an additional insured on such policy.

(d) **WORKERS' COMPENSATION.** Workers' Compensation coverage (including Employer's Liability coverage) with a policy limit of not less than \$1,000,000.00, including but not limited to, statutory benefits and limits which shall fully comply with all State and Federal requirements.

INSURANCE REQUIREMENTS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND SUPPLIERS. Contractor agrees to require its subcontractors, laborers, materialmen and suppliers who worked for Contractor under the Contract to comply with the insurance provisions required of Contractor pursuant to this Contract. Contractor agrees that it will contractually obligate its subcontractors, laborers, materialmen and suppliers to advise Contractor promptly of any changes or lapses of the requisite insurance coverages and Contractor agrees to promptly advise Owner of any such notices Contractor receives from its subcontractors, laborers, materialmen and suppliers. Contractor agrees that it will contractually obligate its subcontractors, laborers, materialmen and suppliers to indemnify and hold harmless Owner to the same extent that Contractor is required to do so as provided in this Contract. Contractor assumes all responsibility for monitoring its subcontractors', laborers', materialmen and suppliers' contracts and insurance certificates for compliance with the insurance and other provisions of this Contract until final completion of the work under this Contract.

ADDITIONAL INSURANCE REQUIREMENTS. Contractor shall not make changes in or allow the required insurance coverages to lapse without Owner's prior written approval thereto. All policies for insurance must be endorsed to contain a provision giving Owner a thirty (30) day prior written notice by certified mail of any cancellation of that policy or material change in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Contractor fail to provide and maintain certificates as set forth herein, Owner shall have the right, but shall not the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Contractor, or to seek reimbursement for said


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payments from Contractor. Any sums paid by Owner shall be due and payable immediately by Contractor upon notice from Owner. Receipt and review by Owner of any copies of insurance policies or insurance certificates shall not relieve Contractor of his obligation to comply with the insurance provisions of this Contract. The insurance provisions of this Contract shall not be construed as a limitation on Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Contract.

5. **INDEMNIFICATION.** The Section on p. 8 of the Contract, titled "Indemnification", is deleted in its entirety and replaced with the following:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and its officers, directors, employees and agents, from and against claims, injuries, damages, losses, suits, and expenses, including but not limited to attorneys' fees, arising directly or indirectly from the Contractor's work or resulting from performance of the work (including any work performed by Contractor or Contractor's subcontractors or sub-subcontractors), provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the intentional or negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable.

The foregoing obligations of Contractor are in addition to its other obligations under this Contract.

The provisions of this Section shall survive any termination of the Contract.

6. **SUBCONTRACTORS/VENDORS.** To the extent that Contractor uses outside vendors and/or subcontractors for any portion of the work to be performed under this Contract, the Association shall be notified of same, and Contractor shall oversee said work and assume all responsibility for any and all work that is performed as if it performed the work itself.

7. **CONTRACT COSTS.** The work to be performed under this Contract and Addendum includes all transportation, storage, equipment, supplies, labor and materials necessary for a complete and functional installation and completion of the work, and the work shall comply

with all applicable codes, ordinances, and inspection requirements, if any. All work performed by Contractor or by others to make this Contractor's work comply with the same, or interpretations thereof, shall be performed at no additional cost to the Association. The work shall also include all labor, materials, and everything required or claimed by Contractor's materialmen, suppliers, or laborers to complete the work in accordance with the Contract.

8. **SPECIAL SERVICES / CHANGE ORDERS.** Contractor shall not commence any special service not included in the original contract and contract price between the parties, unless same is agreed to in advance, in writing, by the Association.

Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, only by written Change Order agreed to and executed by the Contractor and Association. In the event of any changes in the work to be performed pursuant to this Contract, Contractor shall obtain a fully executed written Change Order signed by Association before commencing such changes in the work. In the event Contractor fails to obtain such fully executed written Change Order prior to commencing such changes in the work, Association shall not be liable to Contractor for any additions to the contract sum, costs, expenses, or additional contract time associated with such changes in the work.

9. **MATERIALS AND TOOLS.** Contractor shall be responsible for the security and welfare of all materials delivered to the jobsite and shall insure and be responsible for same in the event they are damaged due to any casualty, vandalism, or theft, until such time that such materials are installed and incorporated into the Association's real property.

In addition, Contractor shall be responsible for the security and welfare of its personal property, materials, tools, machinery, and equipment while on Association's property and shall insure and be responsible for same in the event they are damaged due to any casualty, vandalism, or theft.

During any tropical storm or hurricane advisory affecting the project area, Contractor shall ensure that the Association's property and all such materials, tools, equipment, and work pertaining to this Contract shall be secured to avoid potential injury or damage to person or property at no additional cost or expense to Association.

10. **LIENS.** With the exception of non-payment by the Association, unless such non-payment is otherwise permitted in this Contract, Contractor shall ensure that no construction lien is recorded against the real property pertaining to this Contract, real property owned by Association or its members, or any portion of the real property, development, or buildings managed by Association. If a lien is recorded as a result of, or in any way connected with, this Contract or the work, services or materials provided hereunder, then Contractor agrees that it shall within five (5) days take all steps necessary to release the lien, including, but not limited to, transferring the lien to a surety or cash bond at Contractor's expense. If Association must pay any monies including attorney's fees to release or satisfy any said lien, then in addition to all other remedies, the Association may collect those sums from Contractor, plus interest at the maximum rate permitted by law, and deduct such amounts from any payments due under the Contract.

11. **NOTICES, PERMITS, AND APPLICABLE LAWS.** Contractor shall give all

notices and comply with all local ordinances, requirements of city and county building codes, and of federal and state authorities, which are applicable to the work. Contractor shall secure and pay for all permits, inspections, fees, licenses, and royalties, if any, necessary for the execution of the work to be performed.

12. **CLEAN-UP.** Contractor shall cause no waste to the Association's or adjoining property in the performance of this Contract, and at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the work, it shall remove all its waste materials and rubbish from and about the project as well as its tools, construction equipment, machinery and surplus materials and return all affected areas of the property to a broom clean condition.

If after three (3) days' notice by Association's representative to Contractor's representative at the site of the work Contractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Association has the right to proceed with the clean-up at Contractor's costs and expense.

Free, clear and unobstructed egress and ingress with respect to the Association's property shall be maintained by Contractor.

13. **WITHHOLDING OF PAYMENT.** The Association may withhold all or part of any payment for any one or more of the following reasons:

- a. Defective work which is not remedied;
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- c. Failure of the Contractor to make payments promptly to subcontractors or for labor, material, or equipment;
- d. Damage to the Association's or its memberships' real or personal property caused by the Contractor or its subcontractors;
- e. Costs incurred by Association associated with having to satisfy of transfer a lien to a surety or cash bond; and
- f. Persistent failure by the Contractor to carry out the work in accordance with the Contract.

14. **WAIVER.** A waiver of any term, provision, requirement, obligation and/or condition by a party shall not be deemed to be a continuing waiver or any waiver of any future or past breach or violation.

15. **ASSIGNMENT.** Contractor shall not let, assign, or transfer this Contract or any part thereof, or any interest therein, without the prior written consent of the Association.

16. **ENFORCEMENT.** This Contract shall be construed in accordance with the laws of the State of Florida. If it becomes necessary to hire an attorney to enforce any provision of the Contract, the prevailing party shall be entitled to recover their costs and attorney's fees incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy, or administrative proceedings. Any legal proceeding concerning this Contract shall be brought in a court with

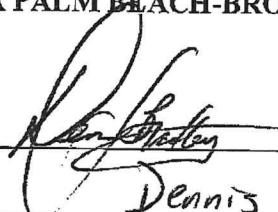
competent jurisdiction in Palm Beach County, Florida. In the event any portion of this Contract shall be void or unenforceable, the remaining provisions of this Contract shall continue in full force and effect.

17. **ENTIRE AGREEMENT.** The terms and provisions of the Contract and this Addendum represent the entire agreement between the parties. There shall be no change in any of the provisions of the Contract or this Addendum, without the prior written approval of all parties.

18. **CONSTRUCTION OF CONTRACT AND ADDENDUM.** All parties hereto agree that each has either received, or had the opportunity to obtain, independent legal counsel with respect to this Contract and Addendum. The parties further agree that this Contract and Addendum is the joint product of all parties herein and shall not be construed against any individual party as the drafter of this Contract and Addendum.

**M.D.L. PROPERTY MAINTENANCE, INC.
D/B/A PALM BEACH-BROWARD LANDSCAPING**

By: _____


Dennis Bradley (GM)

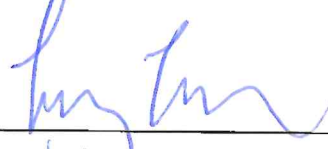
Print Name and Title

Date: _____

10/3/2023

LOTUS HOMEOWNERS ASSOCIATION, INC.

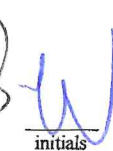
By: _____


Larry Latham as president

Print Name and Title

Date: _____

10/18/23

 
initials initials



ADDUNDUM TO CONTRACT

Pest Control Services

MDL Property Maintenance Inc. d/b/a Palm Beach- Broward Landscaping (Contractor) agrees to provide Pest Control Services for Lotus Boca Raton, FL

This contract begins on January 1, 2025

TO INCLUDE

Provide 12 blanket Treatments of all Turf areas and Landscape as needed as discussed.

Presently our contract calls for PBBL to complete an IPM Spray program which is more of a Reactive Vs. Proactive approach

PRICING OF ALL SERVICES COMBINED:

Monthly Service Cost \$5,000.00 Annual Service Cost \$60,000.00

PAYMENT TERMS

Client is invoiced on the first of each month which is due at the end of that month. Any outstanding invoice after 60 days will be subject to a 1.5% per month (18% per annum) interest rate.

ACCEPTANCE

We have read all the above terms of this contract and we concur with them. Contractor is hereby authorized to perform the work delineated above at the prices stated above.

CLIENT

Date

Lotus HOA

Title