

LUIS GARCIA LAND SERVICE CO
16825 NW 124 Avenue
Miami, FL 33018
Off 305-685-3286
Cell 305-610-8477

LANDSCAPE MAINTENANCE AGREEMENT



Contract prepared for: Century Park No 2
C/O: Gables Professional Management
3934 S.W. 8th Street Suite 303
Coral Gables, Florida 33134

*This Agreement is made and entered on the 1 day of February, 2018.
By and between Century Park No-2 (hereinafter referred to as "Owner") and
Luis Garcia Land Service, Co. a Florida Corporation, (herein referred to as "Contractor").
Owner and Contractor hereby agree as follows:*

1. Scope of Work - Contractor shall furnish all labor, materials, equipment and horticultural supervision to maintain the landscaping in an attractive condition throughout the year, according to the provisions stated in this agreement, at the following location:

2. Term of Agreement - the agreement shall be for a term of Five (5) years, commencing on the day 1st of Sept, 2018

3. Services included:

Cleaning: Remove of all trash of the property after mowing. All clippings shall be kept out of lawn (all grass areas) ornamental beds and off of all paved areas.

*Mowing: All turf areas shall be mowed using standard rotary type mowers.
We provide a high quality cut as all mower blades are sharpened daily.
Grass will be cut to a level of 3" high on every service.*

Edging: Mechanical metal blade edging (vertical trimming at 90° angles) of all turf edges abutting sidewalks. Flush paver surfaces, curbs, drives, patios etc. will be performed during or as immediately following each mowing. Turf edging of shrub beds, flower beds, ground cover beds, hedges, parking lot areas or around all trees (where "edging" shall be executed rather than trimming) is directed will be edges with a manual or mechanical metal blade edger to a neat vertical at 90° angle uniform line.

Weed eating: All areas that cannot be trimmed with mowers will be cut with string trimmers.

Blowing: All paved areas will be blown clean of debris at the end of each service to maintain a clean attractive appearance.

Tree Trimming: Aesthetic pruning of trees shall consist of removal of dead and or broken braches up to 7" as often as needed to have trees appear neat and orderly at all time.

Hedges / Shrub / Groundcover: Hedges, Shrub and groundcover tall shall be pruned as needed to either retain an attractive natural form or only where specifically designated a precise formal shape.

4. *Contract Price-a) Contractor shall be paid \$1,200.00 per cut, for all work performed according to the following schedule, for a period of Five (5) years:*

*January - Two maintenance cuts
February - Two maintenance cuts
March - Two maintenance cuts
April - Two maintenance cuts
May - Three maintenance cuts
June - Three maintenance cuts
July - Three maintenance cuts
August - Three maintenance cuts
September - Three maintenance cuts
October - Two maintenance cuts
November - Two maintenance cuts
December - Two maintenance cuts*

29 Cuts per years @ \$1,200.00 per cut - Total Contract Price: \$34,800.00 per year.

b) Contractor will provide invoices on monthly basis. If Contractor's fees for any service remains unpaid more than 30 days after said service was performed, Contractor may, at its option, refuse to perform the next service until all unpaid services have been paid in full, and then upon payment, Contractor shall not be obligated to perform another service until the next regularly scheduled service for Owner is due.

5. Contractor's Work Force: Contractor's work force shall be properly attired in recognizable uniforms at all times and conduct themselves and perform their work in a professional manner. The Contractor shall at times have competent field supervision on the property to enforce strict adherence to these policies. Contractor shall comply with OSHA safety rules and regulations in operation of equipment and performance of his work. Maintenance vehicles and equipment shall be located out of the way of mainstream pedestrian and vehicular traffic allowing the Contractor's presence to be as inconspicuous as possible. Contractor's representative shall be knowledgeable in accepted horticultural principles and experienced in landscape maintenance.

6. Additional Work Not Included in this Agreement: Contractor's shall furnish owner with an estimate in writing for any additional work, which may be required or requested during the duration of this contract.

7. Renewal: This agreement shall be for a term of five (5) years and will be automatically renewed for five (5) successive years the end of period unless party timely serve written notice upon the other party of its intention to cancel at least ninety (90) days before the end of five (5) years period or ninety (90) days before end of any subsequent five (5) year renewal period.

8. **Termination:** Owner may terminate this contract with good cause at any time by giving written notice to Contractor. In such event, owner shall pay work already performed prior to contractor receipt of notice in full. If this contract is terminated by Owner without good cause, Owner shall be responsible and obligated to pay for the remainder of the entire effective contract, as agreed and liquidated damages, and regardless of whether landscape services are performed after notice given.

9. **Disputes:** In any litigation between the parties arising out of this agreement, the parties agree that exclusive venue therefore shall lie in Miami-Dade County, Florida and that the prevailing party shall be entitled to recover all cost incurred, including reasonable attorney fees.

10. **Notices:** All notices required under this contract shall be by hand delivery, overnight mail service or by certified mail to the following addresses: I would add that the notices need to be sent Certified Return Receipt Requested or an overnight mail service with signature verification required.

Contractor
Luis Garcia Land Service, Co
16825 NW 124 Ave
Hialeah, FL 33018
(305)685 3286

Owner:
Century Park No-2
(Name of Owner)
8950 W Flagler St.
(mailing address)
Miami - FL 33174
(City, State, Zip code)

11. **Damage to Owner's Property:** Contractor shall be responsible for repair of any damage to sprinkler systems, air conditioning PVC pipes, units or conduits, buildings, walks, paving, trees, plants, or property (including that of community and residents) caused by contractor in the execution of his work. Contractor shall promptly notify owners on-site Manager of any damage caused during execution of its work and such damage shall be so noted in the owner's on-site Maintenance log. Repairs shall be made in a manner mutually agreed upon by owner and contractor with all costs for such repairs to be responsibility of the contractor.

12. Mulch: Mulching shall be performed at a mutually agreed price \$35.00 per yards installed. The contractor needs the Owner's approval prior to perform the service.

13. Seasonal Planting Service: Planting services are not included in the price or description of services provided by this Agreement. Contractor will provide planting services at seasonal times for additional fees when agreed to in writing.

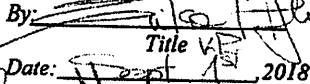
The Contractor must present a written proposal to the Owner and must specify what kind of plant, how many and its cost. The Contractor needs the Owner's approval prior to perform the service.

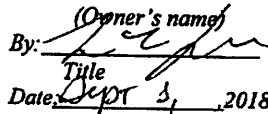
14. Irrigation System: Contractor shall check the sprinkler system during each visit to the property to ensure that the system is in good working condition. Contractor shall make minor repairs to the irrigation System... Minor repairs repaired shall not include the cost of the irrigation system parts, which are to be paid by the Owner. All other repairs to the irrigation system shall be evaluated and cost estimated.

15. Insurance: Owner fully understands that Contractor is an independent contractor and will provide workman's Compensation, Unemployment insurance, Contractor's Liability and any other insurance required by law. Certificates of insurance shall be provided upon request. All work shall be done in accordance with requirements set by City, County, State and Federal codes, ordinances and regulations.

16. Acceptance: This agreement constitutes the entire understanding of the parties and supersedes any prior proposals, understanding, or agreements.

Luis Garcia Land Service, Co.

By: 
Title: VP
Date: Sept 1, 2018

(Owner's name)
By: 
Title: VP
Date: Sept 1, 2018

Note: Luis Garcia-Land service, also offered Landscape renovations, Grass and soil replacements. These services will be performed upon request.
Our company has a Certified Arborist and Certified Pest Control Operator.

We thank you for giving us the opportunity to place a bid.

ADDENDUM TO CONTRACT

Presented by: Luis Garcia Land Service, Co
16825 NW 124 Ave
Hialeah, FL 33018

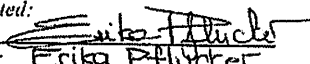
To: Century Park No 2
C/O Gables Professional Management
300 Aragon Avenue Suite 370
Coral Gables, Florida 33134

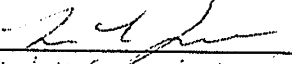
Ref: Additional service to the effective contract between Century Park No.2 and Luis Garcia Land Service.

Details in the community, Twelve times per year, One time per month: \$2,275.00 per service.

- The employees will come into the property to performed all details in the property. Hedges, Shrubs and ground covers tall shall be pruned to either retain an attractive natural form or only where specifically designated a precise formal shape ordered by owner. All trash and debris shall be removed and dispose at Dump site.
- This additional service is because hedges were planted throughout the community and need more maintenance.

The parties hereto have executed this addendum as of the 1 day of January, 2021.

Accepted:
By: 
Name: Erika P. Huter
Date: Jan. 1 - 2021

By: 
Name: Luis Garcia Land Service
Date: 1-1-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NORTHEAST AGENCIES INC/PHS 01210619 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE: (866) 467-8730 FAX: (A/C, No): E-MAIL: ADDRESS:	
INSURED LUIS GARCIA LAND SERVICE CO. 16825 NW 124TH AVE HIALEAH FL 33018-1037		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company NAIC# 30104 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR CLAIMS-MADE DEC: RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01 WEC GY0667	10/01/2024	10/01/2025	X PER STATUTE OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER Century Park II Gables Professional Management 300 ARAGON AVE STE 370 MIAMI FL 33134-5057	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brokers Unlimited of Florida Inc 7245 SW 87th Ave STE 200 Miami FL 33173		CONTACT NAME: Rafael Sarate PHONE (AG, No, Ext): (305) 541-0123 FAX (AG, No): (305) 642-1023 E-MAIL: brokersunl@brokersofflorida.com ADDRESS:	
INSURED Luis GARCIA LAND SERVICES CO. 16825 NW 124 Ave Hialeah FL 33018		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company NAIC #: 35378 INSURER B: Progressive 24260 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y Y	3AA829769	10/03/2024	10/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ Included
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY	Y	964381492	12/20/2023	12/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Century Park #2 c/o Gables Professional Management is named additional insured.

CERTIFICATE HOLDER Century Park #2 c/o Gables Professional Management 300 Aragon Avenue Coral Gables FL 33134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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