

BILL'S TROPICAL LAWN AND TREE SERVICE, INC.
4949 Godfrey Road
Parkland, Fl 33067
954-821-3800
Billstropicallawn@aol.com

PROPOSAL FOR: Imagine Charter School of Broward
9001 Westview Drive
Coral Springs, Fl 33067

Number of cuts:	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>
	2	2	2	2	2	3	3
	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>		
	3	3	3	2	2		

LAWN CUTS PER YEAR: 29

CUTTINGS: To be done with every lawn. Areas to be included: back to Sawgrass, play fields, all play grounds, all parking areas, including back parking lot and preserve areas on school property and animal habitat area.

CANAL BANK: To be mowed with every lawn cut, a gate will be required to allow access to the canal bank.

EDGING: Will include landscaped beds, sidewalks, curbs, driveways, etc. and shall be done using a mechanical edger with every cut.

WEEDING: All landscaped beds, tree wells, etc. shall be weeded every other cut.

LANDSCAPING: Will be done managements request and expense.

MULCHING: Will be done at managements request and expense.

FERTILIZATION: Lawn and shrubs will be done two times per year and at of the product expense. No charge for installation of product.

HEDGE TRIMMING: Hedges will trimmed regularly or as needed to maintain a well manicured appearance”.

IRRIGATION: The company will be responsible for all damages to the sprinkler heads as a direct result of our work. The damages will be repaired by Bill's Tropical and at the company's expense. Bill's Tropical will not be responsible for sprinkler or other damages which may have occurred by reckless drivers, vandalism, theft or negligence of others. This contract includes a monthly wet test of sprinkler system to check for proper coverage and possible leaks or breaks. Any repairs will be approved by management prior to any work being done. The management will billed separately for these services.

PRUNING: Pruning to be completed on all ornamental trees to a height of 7 feet. Pruning of plants which overhang curbs, sidewalks, passage ways, patios, fences, A/C units and parking areas shall be addressed to ensure a well “manicured appearance”.

CLEAN-UP: All trimmings and clippings shall be collected and removed from job location and disposed of by contractor. All litter from plant beds and turf to be removed as needed. All sidewalks will be blown or vacuumed with each service.

SOCCER FIELD: Soccer field to be trimmed with every lawn cut. fertilizer for the soccer field will be done as needed and billed for the cost of the product, no charge for product installation.

TREE TRIMMING: It will be understood that any large tree trimming will be done solely at the request of management and will be requested in writing and will be billed to the association separately.

Bill's Tropical Lawn and Tree Service will not be responsible for damages resulting from excessive amounts of rain, lightning, wind storms, Hurricanes, or other acts of God. Any clean up afterwards will result in additional charges because of the additional work involved.

The above maintenance will be billed on a monthly sum of \$2950.00, payable on the first day of every month to: Bill’s Tropical Lawn and Tree Service Inc., located at 4949 Godfrey road, Parkland, Fl 33067

This agreement shall commence as of the date hereof and shall remain in effect for a period of one (1) year from July 1, 2019- June 30, 2020. Either party has the right to terminate this contract with 30 days written notice at any time.

SIGNED: _____
Approval signature

DATE: _____

SIGNED: _____
Approval printed name

DATE: _____

SIGNED: _____
Bills Svorinich
Bill's Tropical Lawn and Tree

DATE: _____

Addendum to Bill's Tropical Lawn and Tree Service Agreement

Additional Provisions to Agreement

Bill's Tropical Lawn and Tree Service, Inc. shall hereafter be referred to as "Contractor" and Imagine Charter School at Broward shall hereafter be referred to as "Customer".

Relationship of the Parties. The relationship of the parties is based solely upon the terms of this Agreement. The parties agree that the relationship created by this Agreement shall be that of an independent contractor. Nothing contained herein shall be construed as creating a partnership, joint venture relationship or employer and employee relationship.

Personnel, Background Checks and Performance. Services shall be provided in a professional and workmanlike manner. "Contractor Personnel" consists of Contractor employees, agents, representatives, independent contractors and authorized persons caused to be on the school premises by Contractor. Contractor shall provide in advance a list of Contractor Personnel that will be working at the school or granted access thereto, which shall be subject to Customer's approval. Contractor shall conduct criminal background checks, fingerprinting and FBI clearance of all Contractor Personnel assigned to the school as may be required by applicable federal, state, and local laws, Customer, the school board, and the charter authorizer. Contractor shall certify to Customer in writing that no Contractor Personnel assigned to the school have been convicted of a violent crime or felony, have been convicted of an act of violence, abuse or neglect against a child or handicapped person, are registered as a sex offender (as defined by applicable law), or are the subject of a criminal action pending upon charges of the commission of a violent crime or felony (as defined by applicable law) or an act of violence, abuse or neglect against a child or handicapped person. Proof of acceptable background reports and, if required, fingerprinting and FBI clearance, shall be provided to Customer upon request prior to the commencement date of this contract. During the course of this contract, Contractor shall promptly advise Customer in advance of any changes to its list of permitted persons and shall provide the proofs required herein.

Contractor shall assume full responsibility for the actions and conduct of all Contractor Personnel. Contractor shall also retain full responsibility for the Services provided by all Contractor Personnel. If any individual assigned is unacceptable to Customer, the Customer shall promptly notify Contractor management concerning the situation. If the Parties are unable to arrive at a solution that is acceptable to the Customer, the Customer may request that Contractor replace the individual. In the event Contractor Personnel engage in conduct or actions deemed by Customer to be dangerous, harmful or inappropriate, Customer may in its own discretion, immediately remove such personnel from the premises without prior notice to Contractor.

Compliance with the Law. Contractor hereby warrants and agrees, that at all times material to this contract, Contractor Personnel shall, in their performance of the obligations set forth herein, comply with all applicable federal, state, county, local and school board laws, statutes, ordinances, rules and regulations. Non-compliance with the same shall be considered a material breach of this Agreement.

Indemnification. Contractor shall defend, indemnify, and hold harmless Customer and its officers, directors, agents, employees, affiliated companies, parent company, landlord and sub-landlord from all liabilities and claims for damages for death, illness, or injury to persons or damage to property (including without limitation, consequential damages) arising from or incidental to Contractor's fulfillment or breach of its obligations hereunder or resulting from the negligence and/or willful or criminal misconduct of Contractor, Contractor Personnel or any other persons caused to be on the school premises by Contractor.

Insurance. Contractor agrees to maintain in effect at all times during the term of the Services rendered hereunder general liability insurance as follows: bodily injury with limits of \$1,000,000 for each person and \$3,000,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence. In addition, Contractor shall maintain worker's compensation insurance as required by applicable law for all Contractor

Personnel. Contractor shall provide Customer with a Certificate of Insurance prior to commencement of this contract and shall list Customer, its parent company, landlord and sub-landlord as additional insured's on the policy.

Entire Agreement. The written Agreement and addendum embody the entire agreement and understanding of the parties and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. All prior agreements or discussions regarding the subject matter of this agreement are replaced by the written contract and any further modification to the contract must be in writing.

Severability. If any term, covenant, condition, or provision of this Agreement shall be deemed invalid, unenforceable, or contrary to applicable law or regulation, such term, covenant, condition, or provision shall be inapplicable and deemed omitted to the extent that it is invalid, unenforceable or so contrary to applicable law or regulation, however, the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect to the greatest permissible extent.

Waiver. Any delay or failure of a party to enforce any term, covenant, condition, or provision of this Agreement or to exercise any right or option hereunder shall not be considered a waiver of the same and shall not prevent that party from enforcing such term, covenant, condition, or provision or exercising any such right or option hereunder at a later time.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a dispute, the parties agree that venue and jurisdiction shall lie exclusively in the State of Florida, and the County of Broward.

Costs and attorneys' fees. The prevailing party in any lawsuit, action, proceeding or counterclaim arising out of this Agreement shall be entitled to recover their reasonable attorney fees and costs associated therewith.

CUSTOMER:

SIGNED: _____

DATE: _____

Bills Svorinich
Bill's Tropical Lawn and Tree