

PRO TREE FARMS LANDSCAPE MAINTENANCE AGREEMENT

This agreement is made by and between **Pro Tree Farms, Inc.** (the "Contractor") and **Vineyards Community Association, Inc. - Master.** (the "Association") for a term of three years, beginning January 1, 2026, with an expected rate increase of 3% each year.

CONTRACT SERVICES. Landscape Maintenance services to be provided under this agreement relate to the turf and landscape areas of Vineyards and Arbor Boulevards & Vineyards common areas.

Services include the following:

1. Plant Maintenance.

- A. *Pruning.* Shaping, grooming and the removal of dead and diseased vegetation will be done eight times per year with a required heavy pruning done in the spring. Trees shall be pruned from the ground to allow clearance for mowers. Palms and related plants shall have dead fronds removed on mowing days as they occur, if accessible from the ground. Dead branches and fronds not accessible from the ground shall be pruned in the fall with the use of a lift, or with ladders.
- B. *Fertilization.* Landscape plantings shall be fertilized twice during the year with a 50% slow release nitrogen based granular fertilizer containing all the minor elements, including manganese and magnesium.
- C. *Pest & Disease Control.* Monthly checks for insects and/or disease on plants shall be made from November through April, and twice per month from May through October. Appropriate corrective treatment will be applied. Trees and palms over 20 feet in height are not included in spray treatments. Signs will be placed in the beds after each chemical application to inform the Association and pedestrians of treatment areas and date applied.
- D. *Weed Control.* Weeds or unwanted plants or seedlings will be removed both manually and chemically.
- E. *Disposal of Debris.* Disposal of vegetative debris shall be performed the same day trimming is performed.
- F. *Mulching.* All beds and trees shall be mulched once during the year.

2. Turfgrass Maintenance.

- A. *Mowing.* Mowing of grass shall be performed on a weekly basis from April through November. Mowing frequency during the winter months of December through

March will be based on necessity due to temperature-related growth. No less than 48 cuts per year.

B. *Edging.* Mechanical edging of curbs and plant beds shall be performed each time turf is mowed.

C. *Verticutting.* Verticutting is not included in the Contractor's scope of work.

D. *Fertilization.* Turf areas shall be fertilized twice during the year with a 50% slow release fertilizer with micro-elements.

E. *Pest & Disease Control.* Monthly checks for insects and/or disease shall be made, followed by the appropriate corrective treatment. Signs will be placed in the grass after each chemical application to inform the Association and pedestrians of treatment areas and date applied.

F. *Weed Control.* Herbicide weed control will be done in the fall.

3. **Irrigation Maintenance.** Isolation and control valves shall be kept clear of turf grass so they may be easily located. Irrigation zones adjacent to sidewalks and roadways will be checked weekly for operability and direction of spray. All other irrigation zones will be checked monthly. The following will be performed to ensure proper system operation:

A. Check for clogged heads (nozzles) & filters and clean if necessary.

B. Check heads for proper height.

C. Check for leaks in pipes or heads.

D. Check for heads not rotating.

E. Check for missing heads.

F. Check valves for proper operation by clock.

G. Check rain sensors on clocks for proper functionality.

H. Programming of the controller clocks based on seasonal rainfall, watering needs and water restrictions.

4. **Irrigation Repair.** Sprinkler head maintenance is the responsibility of the Contractor.

Sprinkler heads damaged by the Contractor will be replaced at no charge. Heads and valves that wear out will be replaced at an extra charge. If the controller clock becomes inoperable it will be replaced by the contractor at a cost to the Association based on a written proposal.

Any repair of breaks or leaks in irrigation lines, valves or fittings on the Association's side of the main line will be billed at an extra charge.

HOURS. Normal working hours shall be on weekdays between 7:30 AM and 4:00 PM.

Contractor will be available on weekends and after hours on an emergency basis only to shut off water in the event of an irrigation water line break.

UNUSUAL OCCURANCES. In the event of unusual or unreasonable damage to landscaping caused by vandalism, wind storms, fire, hurricane or acts of God which are beyond control of the parties hereto, the repair, replacement and/or cleanup of said items will be performed by the Contractor at an extra charge to the Association based on a written proposal.

INSURANCE. Contractor will carry workers compensation and liability insurance, with a \$2,000,000 limit on liability.

All notices pursuant to this agreement shall be in writing and mailed or delivered to:

Pro Tree Farms, Inc.
75 Vineyards Boulevard
Naples, FL 34119

TERMINATION. Either party reserves the right to cancel this agreement upon 60 days' notice.

COMPENSATION. The charge is \$ 89,732.41 per month, billed monthly. Payment is due within fifteen days of receipt of each monthly statement from the Contractor. All work requested outside of this Agreement will be billed at customary rates.

CONTRACTOR:

Pro tree Farms, Inc.

Signature 

Date 10/1/25

By: Jim Baase

Its: Registered Agent

ASSOCIATION:

Vineyards Community Association, Inc. - Master

Signature 

Date 9/30/2025

By: DAVID J. Simbari

Its: President