

SERVICE AGREEMENT

iCare

LAWN CARE

GENERAL TERMS AND CONDITIONS

A. The term of this contract:

From: 09/01/2026 To: 02/28/2027

B. Ocean Gallery HOA (CLIENT) agrees to pay iCare Lawn Care (**CONTRACTOR**) the total price of all contracted and/or optional services as compensation for the complete performance of the terms and conditions of this contract as stated in "Exhibit A" - Service Proposal Pricing, "Exhibit B" - Scope of Work, and/or all other agreed-upon associated proposal documents.

Total Price of all contractual services:

\$81,000.00 for the six-month term, payable in six (6) payments of \$13,500.00 per month.

C. The Client shall be invoiced on the first (1st) day of each month of service and payment shall be due by the last day of that month.

D. Both parties reserve the right to cancel this agreement at any time with thirty (30) days written notice.

Part 1: Contractor's Responsibility

The Contractor shall recognize and perform in accordance with written terms, written specifications, and designs, contained or referred herein. The Contractor reserves the right to renegotiate or amend the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the contract is signed.

A. Workforce: The Contractor shall assign a trained workforce with experience in the services being provided. The workforce will be presentable and identifiable at all times. All employees shall be competent and qualified, and U.S. citizens or legally authorized to work in the United States.

B. Landscape Materials: All materials shall conform to proposal specifications. The Contractor will meet and comply with all agricultural licensing and reporting requirements.

C. Licenses and Permits: The Contractor will maintain a Landscape Contractor's license, as required by state or local law, and will comply with all other license and permit requirements of the county, state and federal governments, as well as all other requirements of law.

D. Taxes: The Contractor agrees to pay taxes applicable for its work under this contract, including sales tax on material supplied where applicable.

E. Insurances: The Contractor agrees to maintain General Liability Insurance, Automotive Liability Insurance, Workers' Compensation Insurance, and any other insurance at the Contractor's discretion or required by law. In addition, the Contractor will require the same of any subcontractors and will provide proof of such upon Client request. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities on the Client's property.

F. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees, including but not limited to: death or decline of plant materials due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components or water source/water quality issues outside of iCare Lawn Care's control, in existence at the time of contract execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components, provided it reported these to the Client, or irrigation restrictions imposed by Water Management District or civil authorities; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. In addition, iCare Lawn Care will not be held liable for damage to any decorative poured concrete curbing, stepping-stones, paver blocks, lawn or bed ornaments or decorative items. iCare Lawn Care will not be responsible for the removal and replacement of any aforementioned items, lawn chairs, above-ground pools, and any other items not described that impede the service and completion of contracted services.

EXHIBIT B - Scope of Work

LAWN CARE

OCEAN GALLERY LAWCARE SCOPE OF WORK

LANDSCAPE MAINTENANCE SPECIFICATIONS - SIX-MONTH TERM

Turf Maintenance

Visit all areas weekly for **twenty-six (26) weeks** unless otherwise directed by Property Management.

Cut height for season: 4-5 inches.

Clean blades are to be used to prevent cross-contamination from other properties.

Hand mowing with small mowers is to be used in areas not suitable for large stand-on mowers, including berms, small islands and areas of mounded turf, to avoid damage to sod and curbing.

Lake perimeters and ponds are to be mowed and string trimmed in conjunction with mowing operations, with cut clippings blown toward turf and not into ponds. Small mowers and edgers are to be used around ponds of Village Del Prado and Village Las Palmas. Fountains are the responsibility of Ocean Gallery.

Any grass clippings that fall into ponds are to be skimmed free.

Hard edging (with edger, string trimmer or other mechanical means) of sidewalks, curbs, pathways and other paved surfaces is to be completed in conjunction with mowing. Edging is defined as outlining and/or removing turf from the above-mentioned borders using a mechanical edger.

Chemical edging is **NOT** allowed. Any damage created by chemical use will be rectified at the expense of the Contractor.

Turf and ground cover are to be monitored for pests, disease and nutrient problems and reported to Property Management in written form upon each visit. Ocean Gallery will contract separately for rectification.

Contractor is responsible for rectifying turf, curbs and walls damaged by its equipment, including wheels and blades.

Bed Maintenance

Redefine edging of planted areas upon initial contract obligation.

Upkeep and detailing of planted areas throughout the property shall be performed six (6) times during the six-month term using a sectional rotational method, with frequency of rotation dependent upon desired appearance chosen by Ocean Gallery HOA. This detailing includes trimming, pruning and shaping of shrubbery, ornamentals and ground cover, removal of tree suckers and removal of weeds.

Defining (hard edging) of bed lines and tree saucers is to be done monthly without increasing bed size.

Chemical edging is **NOT** allowed. Any damage created by chemical use will be rectified at the expense of the Contractor.

Planted areas (beds) are to be cleared of weeds in a sectional method at least six (6) times during the term for each section of the property. Hand pulling of weeds is preferred. Chemical use in planted areas is not allowed unless authorized by Property Management.

Trees in pedestrian walkway areas will have clearance maintained up to 10 feet in height.

Any indication of pests, weeds, disease and nutrient problems within plant beds or turf are to be reported back to Property Management in written form upon each visit. Ocean Gallery will obtain separate contracts for rectification.

Other: Sidewalks, curbs and other paved surfaces adjacent to turf and other landscape elements are to be kept clear of landscape debris using forced-air machinery (blowers) before leaving the area serviced. Debris is to be blown back onto turf areas, **NOT** into entryways.

Reporting / Additional Comments

Contractor shall provide a written report to Property Management upon each visit of work completed, areas of concern, pest problems, weed overgrowth, and suggested treatments.

Contractor will not be held responsible for pre-existing conditions or damage caused by others or acts of God, such as severe wind, freeze, hail or flood.

Monitoring, cleaning and adjustment of all irrigation system components on the property is not included, but may be accomplished under a separate work order and additional cost to Ocean Gallery if needed.

Cleanup and removal of storm-damaged debris, fallen trees, tree limbs or other excessive debris is not included, but can be accomplished under a separate work order and additional cost to Ocean Gallery if needed.

BEDDING PLANTS (ENTRANCES): NOT INCLUDED

FREQUENCY OF ROTATION: All annual beds on the property (3) will be changed two (2) times during the six-month term. Extra bedding plants may be purchased at a unit cost of \$2.50 per 4-inch plant.

INSTALLATION SPECIFICATIONS: (1) 400 plants are to be installed utilizing triangular spacing of 9 inches on center between plants. (2) All beds will be cleaned and hand- or machine-cultivated prior to installation of new plants. (3) A granular time-release fertilizer and granular systemic fungicide will be added to the bedding at installation. (4) Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

The Contractor is liable for any damage due to the operation of equipment in performing the contract; complying with all laws pertaining to protected plant species; damage to plant material due to improper horticulture practices; improper installation of irrigation system replacement components; and injury to non-target organisms in the application of pesticides.

G. Subcontracts: The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment. Client will be notified as such.

H. Invoicing: The Contractor will submit monthly service invoices for the amount set forth under the prices and terms included in this contract. Any services rendered that are in addition to or beyond the scope of work required by this contract shall be separately billed.

1.8 Independent Contractor Relationship:

Contractor is and shall remain an independent contractor and not an employee, agent, partner, joint venturer, or representative of Ocean Gallery. Nothing in this Agreement shall be construed to create an employer-employee, agency, partnership, or joint venture relationship between the parties.

Contractor shall have exclusive control over the means, methods, techniques, sequences, and procedures used to perform the work, subject only to the specifications and performance standards established by this Agreement.

Contractor is solely responsible for hiring, supervising, compensating, and directing its employees, subcontractors, and agents, and for the payment of all wages, payroll taxes, employment taxes, workers' compensation premiums, employee benefits, and other legal obligations relating to its workforce.

Neither Contractor nor any of its employees, subcontractors, or agents has authority to bind Ocean Gallery to any contract, purchase order, lease, equipment rental, credit account, or other obligation unless Ocean Gallery provides prior written authorization.

Contractor is solely responsible for all debts, obligations, equipment rentals, materials, labor, subcontractors, and suppliers incurred in performing the work and shall ensure that no claim or lien arises against Ocean Gallery because of Contractor's failure to pay those obligations.

Contractor shall not represent to any third party that it has authority to act on behalf of Ocean Gallery except as expressly authorized in writing.

Part 2: Client's Responsibility

A. Utility Usage: The Client shall allow the Contractor usage of utilities if needed and available.

B. Jobsite Access: The Client shall allow access to all parts of the job site where the Contractor is to perform work required by this contract or other related functions, during normal business hours and at other reasonable times, and in the case of after-hours emergencies. If access is removed or obstructed, and service delays result, Client may be additionally charged to compensate Contractor for additional time spent or required additional trip.

C. Payment: For the convenience of the Client only, the monthly charge under this contract may be an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract.

The Client shall review invoices submitted by the Contractor and payment shall be due within thirty (30) days following the date of the invoice and considered delinquent if not paid by that date. For work outside of the normal monthly contracted work, the Client shall review invoices submitted by the Contractor and payment shall be due upon completion of the work and receipt of invoice and considered delinquent if not paid accordingly. If payment has not been received within forty-five (45) days, the Contractor reserves the right to suspend services by giving written notice for nonpayment. Should services be suspended, monthly fees will not be prorated and services will resume once past-due payments are received.

D. Defects: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the work required under this contract. The Contractor may provide a deduction or offset at its discretion if defects are not correctable to the satisfaction of the Client.

Part 3: Other Terms

The Client and the Contractor respectively bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this contract. Neither the Client nor the Contractor, their partners, successors, assignees and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

Part 4: Renewal and Termination

This contract shall **NOT** automatically renew. Any renewal must be agreed to in writing by both parties. This contract may be terminated by either party with or without cause upon thirty (30) days written notice to the other party. This contract may be terminated by the Contractor for nonpayment by the Client, upon written notice as stated above. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover those unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit and any amount in excess of the monthly charges paid by the Client through the date of termination. As a condition precedent to the Client's right to terminate, the Client must tender payment in full for all services performed through the date of termination. This includes any optional, additional, extra work items or non-contractual service items that have been completed outside the contract or performed in full, with said fees included within monthly base service invoices and spread out over the six monthly payments. The balance due of any extra work items that may have been rolled into the contract at Client's request, such as mulching, flower rotations and/or palm pruning, shall be paid in full upon contract termination.

Upon expiration of the stated contract period, and notwithstanding negotiations for renewal of this contract as-is, the Contractor reserves the right to adjust the price of any or all services effective on each renewal date, provided that any increase is capped at three percent (3%) unless otherwise agreed in writing.

Part 5: Legal

A. Controlling Law: The laws of Florida shall govern the validity, interpretation, construction and performance of this contract. Each party hereby expressly consents to the personal jurisdiction, venue and convenience of, and the parties agree that any dispute arising hereunder will be heard in, the state and federal courts for the County of St. Johns, Florida, for any lawsuit arising from or related to this contract agreement. All references herein to the singular shall include the plural.

B. Legal Counsel: Each party has had, or has been advised to seek, independent legal counsel of their selection in the negotiation of this contract. Each party fully understands the facts and has been informed about their legal rights and obligations, including but not limited to the obligations of Florida Statutes regarding restrictive covenants and liquidated damages. Each party is signing this contract freely and voluntarily intending to be bound by it. Each party hereby knowingly, voluntarily and intentionally waives any right either may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this contract or Contractor's employment with iCare Lawn Care.

C. Attorney's Fees: In the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit or trial, those attorney fees can also be recovered.

Execution of Service Agreement

CONTRACTOR:

Authorized By: Cynthia Turner

Owner, operator

Print Name: _____

Title: _____

Signature: _____



Signature Date: August 17, 2026

CLIENT: Ocean Gallery HOA

Authorized By: _____

Print Name: Raymond T. Betz

Title: President, OGA

Signature: _____



Signature Date: 8/14/26