



February 22, 2008

HazelTine Residence

142
Venice, FL 34285

Re: Gardening Maintenance Proposal for Residence

Dear Mr. & Mrs. HazelTine:

Thank you for the opportunity to present you with our comprehensive Gardening Maintenance Service.

We are Landscape Professionals. **Our People** have, through their performance, built a company that enjoys a local reputation of excellence, providing the most advanced Gardening Maintenance Management.

Our people are highly trained, skilled professionals whose goal is to provide the finest customer service. They want to exceed your expectations!!!

At **HazelTine Nurseries, Inc.**, we pride ourselves in taking the time necessary to review your environment, architectural design and lifestyle. We are sensitive to the characteristics of the individual site. Backed by sound horticultural and arboricultural principles, our accredited Gardening Maintenance Specialists will work closely with you to realize your property's full potential.

HazelTine Nurseries, Inc. is a full service green industry company – offering a wide variety of products and services. Please feel free to visit with us at our nursery when the opportunity next arises.

It is my hope that this proposal will meet with your approval. If there are any questions or concerns please do not hesitate to give me a call at **(941) 488-8820 x139**.

Sincerely,

J.D. Smith
Business Coordinator
Gardening Maintenance Division

Gardening Maintenance Contract

This is an agreement between **Hazeltine Nurseries, Inc. Gardening Maintenance Division** (hereafter referred to as Contractor) and **Hazeltine Residence** (hereafter referred to as Owner) located at **2401 River Road, Venice, FL 34285**

Contractor and Owner hereby promise and agree to the Maintenance Specifications provided by Contractor/Owner. Contractor agrees to furnish all supervision, labor, materials, supplies and equipment as necessary to properly perform the work described in maintenance outline. Contractor will not be held responsible for damage to plant materials, lighting systems, irrigation systems, etc. due to theft, vandalism, abuse, wind, freeze or unusual acts of God. Contractor will not be responsible for damage to invisible dog fences on owners property since they are undetectable by our crews. Contractor also agrees to carry liability insurance covering property damage and personal injury with minimum coverage of \$100,000.00 per accident.

In consideration, wherein Owner agrees to pay Contractor the **sum of \$ per month**. **It is important to note that the monthly charge is based on all services rendered over a period of twelve (12) months, with an average of forty eight (48) visits per year, and not on a weekly basis. We do not service property on national holidays or during inclement weather.**

This Gardening Maintenance contract commences on the _____ day of _____ 2008. Cancellation of this contract requires 30 days written notice by either party unless account becomes past due, at which time Hazeltine Nurseries, Inc. may cancel service immediately.

Owner / Agent

Hazeltine Nurseries, Inc.

Signature

for Hazeltine Nurseries, Inc.

7/9/08

LANDSCAPE AND EXTERIOR LIVING AREAS' SPECIFICATIONS

HAZELTINE NURSERIES, INC. GARDENING MAINTENANCE DIVISION

SCOPE OF WORK:

I. LANDSCAPED AREAS

- A. Lawn Care**
- B. Tree Care**
- C. Shrub Care**
- D. Groundcover / Vine Care**
- E. Planting Bed Care**
- F. Potted Plant Care**
- G. Annual Care**
- H. Mulch**

II. HARDSCAPE AREAS

- A. Concrete / Paver / Shell / Gravel Surfaces**
- B. Landscape Low Voltage Lighting**

III. IRRIGATION MAINTENANCE

I. LANDSCAPED AREAS

A. LAWN CARE

1. Mowing

- a) All turf areas shall be mowed weekly during the active growing season, and as needed the remainder of the year. The goal is that no more than 1/3 of the leaf blades are removed per mowing.

2. Edging/Trimming

- a) All the edges along streets, driveways, sidewalks, steppingstones, planting beds, and around tree rings, etc. shall be edged every mowing. Turf around sprinkler heads shall be trimmed as needed so that it does not interfere with the output of water.

3. Fertilizing

- a) All turf area to be fertilized 6 times per year as a guideline. In some cases more or less applications may be required depending upon the annual weather and turf species. All fertilizers shall be dry granular slow release formulation.

4. Spraying

- a) Insect Control: All turf will be monitored during maintenance program to ensure early detection of existing or anticipated problems. Contractor's Gardening Maintenance Program focuses on maintaining a healthy turf that stimulates its natural defense systems. If, however, pests become a problem, the Contractor will use integrated pest management (I.P.M.) to maintain a more natural balance.
- b) Weed Control: Treatments will be applied as necessary during the cooler months as required by herbicide labeling. Bermuda grass can be a tenacious weed of Zoysia and St. Augustine lawns. Bermuda grasses have aggressive stolons and rhizomes, which are difficult to control with herbicides. Hazeltine Nurseries, Inc. cannot be held responsible for those lawns infested with Bermuda grasses, especially those properties adjacent to golf courses.

5. Winter Over Seeding

It may be required to over seed turf to maintain green color during winter months. This depends on the species and location of turf. If required, this will be billed to owner on a time and material basis.

B. TREE CARE

1. Trimming

- a) Woody type: Woody type trees should be allowed to form a natural canopy head. A clear trunk of approximately six (6) feet in height will be provided to allow good visibility. Sucker growth, considered to be all new shoots that appear at the base of tree trunks or limbs below the foliage canopy, will be removed.
- b) Palms: to be trimmed as needed to keep clear of all obstacles. All dead fronds to be removed as soon as stem turns brown. Seedpods will be removed after the flower has set to seed to discourage unnecessary growth of additional seedpods. This service is scheduled for Cabbage Palms during the months of September, October, and November.
- c) Tree crowns/canopies **thirty feet (30ft)** above the ground are not included in this contract. At owners request a tree service will be contacted to complete this work at an extra cost to owner.
- d) Mangrove trimming is not included in this contract. At owners request, mangroves will be trimmed and billed on a time and material basis. In some cases a licensed mangrove trimming service will be needed to perform this work.

2. Fertilizing

- a) Trees to be fertilized 2 times per year as a guideline. Other nutritional supplements will be added if a deficiency exists.
- b) Native Florida Cabbage Palms and Washingtonia Palms do not require fertilization and are not included in this program.

3. Spraying

- a) All trees will be monitored during maintenance program to ensure early detection of existing or anticipated problems. Contractor's Gardening Maintenance Program focuses on maintaining healthy plants that stimulate their natural defense systems. If, however, pests become a problem, the Contractor will use integrated pest management (I.P.M.) methods to maintain a more natural balance.
- b) Due to the susceptibility of Palmetto Weevil attacks on Canary Island Date Palms and Cycad Scale on Sago Palms, Hazeltine Nurseries, Inc. will treat with recommended insecticides but cannot be held liable for the loss of palms relating to the infestation of these insects. In some cases a tree service company will be needed to make the insecticide application. This service is not included in this contract.

4. Stakes & Guying

- a) Newly planted trees with existing stakes and guides will be kept adjusted for the appropriate time period.
- b) Staking of additional trees if required will be billed to owner on a time and material basis.

C. SHRUB CARE

1. Trimming

- a) Proper pruning techniques are to be used to maintain the most appealing look of all shrubbery. Heading back, thinning, and shaping will be performed as needed.

2. Fertilizing

- a) All shrubs to be fertilized 3 times per year as a guideline. In some cases more or less applications may be required depending upon the annual weather and plant species.

3. Spraying

- a) All shrubs will be monitored during maintenance program to ensure early detection of existing or anticipated problems. Contractor's Gardening Maintenance Program focuses on maintaining healthy plants that stimulate their natural defense systems. If, however, pests become a problem, the Contractor will use integrated pest management (I.P.M.) methods to maintain a more natural balance.
- b) Due to the aggressive nature of White Fly, Hazeltine Nurseries, Inc. will treat with recommended insecticides, but cannot be held liable for the loss of plants relating to the infestation of this insect.

4. Stakes & Guying

- a) Newly planted shrubs with existing stakes and guides will be kept adjusted for the appropriate time period.
- b) Staking of additional shrubs, if required, will be billed to owner on a time and material basis.

D. GROUNDCOVER / VINE CARE

1. Trimming

- a) Proper pruning techniques are to be used to maintain the most appealing look to all groundcover/vines. Heading back, thinning, and shaping will be preformed as needed.

2. Fertilizing

- a) All groundcover/vines to be fertilized 3 times per year as a guideline. In some cases more or less applications may be required depending upon the annual weather and plant species.

3. Spraying

- a) All groundcover/vines will be monitored during maintenance program to ensure early detection of existing or anticipated problems. Contractor's Gardening Maintenance Program focuses on maintaining healthy plants that stimulate their natural defense systems. If, however, pests become a problem, the Contractor will use integrated pest management (I.P.M.) methods to maintain a more natural balance.

4. Stakes & Guying

- a) Vines requiring guiding with eye hooks will be installed at owners request and billed on a time and material basis.

E. PLANTING BED CARE

1. Maintenance

- a) Planter beds will be maintained reasonably free of weeds using recommended herbicides to control weed growth in open areas and hand pulling in tight areas. Pre emergent herbicides will be used on a as needed basis.

F. POTTED PLANT CARE

- 1. a) Pots will be maintained on the day of service. This includes hand weeding, pruning, fertilizing, insect control and hand watering as needed. NOTE: Broken or cracked pots to be replaced as needed at an additional cost to owned unless Hazeltine Nurseries is found responsible for any damage. Saucers should be installed underneath all pots to help prevent leaching during watering. Hazeltine Nurseries, Inc. will not be held responsible for staining of any surfaces.

F. ANNUAL CARE

1. Maintenance

- a) All annuals will be maintained in good health and appearance. Annuals will be installed two times per year spring and fall months. Contract includes routine replacements. Any additional changes will be at a cost to client. We will discuss annual preferences with owner.

G. MULCH

1. Maintenance

- a) All areas where mulch is present at acceptance of contract shall be top dressed with one inch of Grade "A" Cypress or Cedar bark mulch. This service will be performed once a year and scheduled during the months of October through December. Any additional mulching will be at an extra cost to client.

II. HARDSCAPE AREAS

A. CONCRETE / PAVER / SHELL / GRAVEL SURFACES

1. Maintenance

- a) All areas will be blown and/or raked of debris on day of service.
- b) All weeds will be chemically treated.
- c) Areas requiring additional shell/gravel will be installed at owners request and billed on a time and material basis.

B. LANDSCAPE LOW VOLTAGE LIGHTING

1. Maintenance

- a) All low voltage bulbs to be replaced, repaired or adjusted as needed to insure all fixtures are in proper working order.
- b) Entire system check will be scheduled four times per year. NOTE: If you notice a light fixture not working during the evening hours please call your account manager or our office for service.
- c) If any major repairs are needed to transformers, fixtures, or wiring, owner will be notified. With owner approval, work will be scheduled for repair at an additional charge.

III. IRRIGATION MAINTENANCE

1. Maintenance

- a) Automatic irrigation systems require frequent monitoring to insure proper operation. The system will be turned on and each head checked on each zone to be sure it is operating properly and covering the correct area. This will be done every other month to coincide with fertilization program. If a zone shows signs of improper coverage before the entire system check is due, the crew will run that zone and make any needed repairs or adjustments.

Check List:

- Timer inspection
- Water source inspection
- Rain sensor inspection
- Valve and head adjustments
- Inspect for clogs and leaks
- Proper co-ordination between timers

Hazeltine Nurseries, Inc. will not be held responsible for any damage to the irrigation system caused by any other person, vehicle, equipment or act of nature. Hazeltine Nurseries, Inc. will be responsible to replace any irrigation spray heads that become defective due to the normal operation of the irrigation system and minor leaks or breaks in one half inch piping.

If any major repairs are needed to timer, valves, water source, mainline breaks, etc., owner will be notified, and with approval, work will be scheduled for repair at an additional charge. In some cases, when owner is not reachable and repair is high priority due to possible loss of plant material, Hazeltine Nurseries, Inc. will schedule repair prior to approval. In such a case, when owner becomes reachable, Hazeltine Nurseries, Inc. will discuss repair and charges.

Hazeltine Nurseries, Inc. response time for repairs is 72 working hours @ \$90.00 per hour for the first hour and \$55.00 for each additional hour for service vehicle and technician. A one hour minimum applies and half-hour increments thereafter.

Notes or Comments
