



Landscaping Maintenance for Avalon Homeowners Association,

Services (Scope of work)

TriStar Services USA LLC will allot equipment, materials, and manpower to perform quality landscape maintenance to include all areas of the property over 52 weeks of the year.

Mowing

- Services will be performed a minimum of forty-two ⁵² (42 for St. Augustine) cuts per year. Mowing will be on a frequency of 7 days.
- The turf will be cut at a height of 3.5" to ensure proper growth and present a professional appearance.
- Retention pounds and lake banks will be mowed to where the surface meets the water. Areas under water or too wet to mow will be addressed when the ground dries out.
- Areas that not level, which makes ride on mowers slip, will be mowed with a walk behind machine
- Mowing will consist of the front, side, and rear yards of each home.

Grass, Plant and Fertilization, Disease, and Insect Control fertilization

- Is included in scope of work and carried out by TrueGreen
- The spraying for ferritization and weed control would include front, side, and rear yards.
- Please see Schedule "A" for a list of services

Edging

- Edging of all front sidewalks, curbs, pathways, borders, and other paved surfaces will be done in conjunction with the mowing operations. Edging is to be defined as outlining and/or removing turf from the above-mentioned borders by use of a mechanical edger.
- Landscape beds, sidewalks and curbs will be edged in conjunction with the mowing operation.

Note: Edging beds that contain rock, plastic, or concrete instead of mulch will be substituted with chemical to control excess growth.

Plant bed and shrub maintenance

- Hedges, shrubs shade trees and woody ornamentals planting ten (10) feet in height or less will be trimmed/pruned as needed to maintain a well-shaped appearance.
- Hedges, shrubs shade trees and woody ornamentals planting in excess of ten (10) feet in height are not to be considered part of routine maintenance and work to be agreed upon prior to start of work.



- Sidewalks, passageways, driveways, and parking areas will be kept free of overhanging limbs as necessary.
- Cutbacks or reduction in height of plant for purposes of painting building clearance, or size reduction etc. is not included in this scope of work and will be performed after authorization from owner or HOA manager.
- Plants in flower will not be trimmed until they have finished flowering.

Replacements

Replacement of plants due to circumstances beyond the Contractors control, (i.e., acts of God, vandalism, drought, freeze, storm damage, age, or poor drainage) shall be at the owner's expense. Replacement required through the negligence of the Contractor shall be at the Contractors expense.

- Shaping and or shearing the canopies of trees are not part of the scope of this contract. Detailing of planted areas will be performed in a sectional method with the frequency of rotation being set to completely detail the entire property as needed in the growing season. The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers as well as the defining of bed lines, tree saucers, and the removal of all unwanted vegetation.
- The contractor will inform the HOA manager if there are areas that need to be replanted, which will be priced and agreed separately.

*Note: We cannot be responsible for groundcover beds that are infested with weeds.
The roots of the weeds intertwine with the ground cover roots making control impossible.
We will provide a proposal if needed.*

Paved Areas

- Blowing will be utilized to clear debris generated from the performance of landscape services.
- Undesired growth between front expansion joints, cracks driveways and paved areas will be treated with weed spray.
- Front sidewalks, curbs, and over paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape by use of routine spraying and forced air machinery. Winter vacuuming of fallen leaves will be used as needed.
- Cleaning up and removal of storm damage debris, fallen trees, tree limbs, and other excessive debris from trees is not covered under this agreement, but will be priced separately if it should be necessary.

Irrigation Service and Inspections

- Sprinkler System inspection is included in this contract for only the Clubhouse common area. With monthly checks and replacement of heads as needed.



- Any irrigation damage that appears to be caused by Tristar Services will be repaired at no extra cost.

Debris/Leaf removal

- All landscaped areas shall be inspected on days of service and litter shall be removed. Landscape debris generated from our work shall be cleaned from paved areas on days of service. This includes tree branches and leaves falling on roadways, parking areas and sidewalks on weekly basis as needed.
- Acorns will be removed from the streets and sidewalks.

Litter Control

- Paper, grass, cans, and branches shall be removed from the landscape areas on a weekly basis.
- All walkways shall be kept clear of debris from the maintenance operation.

Weed Control

- We use spray to control the growth of weeds in beds
- We do not use any Round up spray or their products
- Only use spray that is passed for use by our insurance company
- There is to be no spraying around utility service boxes in grass areas.
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Tree care and Arbor Services

- Tree trimming is not included in this contract but can be offered as an extra.
- Any dead or unhealthy trees and palms to be reported to the owner or HOA for them to decide on course of action.

Tree Basins

- A cleared circle shall be maintained at the base of trees to reduce competition for nutrients by lawns and groundcovers, and to prevent damage from mowing equipment.

Communication

- It is recommended that walk-throughs during regular working hours be scheduled with the site representative as needed.

Awareness

- A proactive approach to dead plants and those in a state of decline shall be brought to the HOA's attention, with a replacement plan to replace them if needed.
- An autumn cleanup program to be implemented to remove and manage plants like variegated ginger.



Annuals: Are not included in this contract, but can be offered as an extra.

Mulching: Is not included but can be offered as an extra.

Tree trimming: Removal and stump grinding service are not included in this contract but can be offered as an extra.

Irrigation Service: Is not included other than for the clubhouse common area but can be offered as an extra.

Extra Service Requests

Any extra Services can be requested and will be billed accordingly. A quote for service will be submitted to the HOA and will require approval of such projects before they are undertaken, all proposals will include a breakdown of cost and work to be done.

Specific Exclusions

TriStar Services USA LLC is not responsible for hazardous conditions, or any damage done by third parties, owner neglect, acts of nature (i.e., inclement weather, fire, freezes etc.) areas that are continually wet or underwater for extended periods of time, theft, civil or military authority, falling limbs/fronds, burrowing animals, hazardous grade conditions, vandalism etc., affecting the property defined in this agreement.

TriStar Services USA LLC is not responsible for wires, cables pipes, or anything else that may be either underground, entwined within root system, hung on or through plants being worked on, or otherwise in conflict with the completion of services. It is the properties owner's reasonability to ensure that all such items are marked or removed prior to the start of the job.

Schedule "A"

TruGreen Service

Description of TruGreen Service included in contract.

Feb. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control.

4 Apr. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control.

6 Jun. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control.

8 Aug. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control.

10 Oct. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect control.

12 Dec. granular and/or liquid fertilizer, broadleaf weed control, turf damaging insect.

Chinch Bug Control Treatment to control turf damaging chinch bugs.



Landscape Maintenance Agreement

This agreement is made by and between Avalon Homeowners Association, and TriStar Services USA LLC.

This Landscape Maintenance Agreement is for services to be provided by the Contractor for the client at the following described property: Avalon Homeowners Association, 10746 Woodchase Circle, Orlando, FL.

The contractor will provide all labor, supervision, and equipment to carry out all work as agreed by the parties.

The initial term of this agreement is for twelve (12) months starting on the 1st of November 2023 and terminating on 1st January 2024. This contract will automatically be renewed for an additional twelve (12) months unless a (30) thirty-day notification of non-renewal is given to the contractor by the client prior to the initial termination date.

The amount to be paid under this contract is \$ 101,759.84 annually. This amount will be billed via email, and payable at monthly a rate of \$ 8,480.00. The annual and monthly cost includes the landscape maintenance as specified in the scope of work attached hereto. All services agreed upon by the contractor and the client will be billed on or about the first (1st) day of the month, and to be paid within 30 days.

All extras agreed and undertaken will include a breakdown of cost, location and work done, which will be billed after it has been completed.

Extra Service Requests

Any extra Services can be requested and will be billed accordingly. A quote for service will be submitted and will require approval of such projects before they are undertaken, all proposals will include a breakdown of cost and work to be done.

Going forward for 2024

The term of this agreement is for twelve (12) months starting on the 1st of January 2024 and terminating on 1st January 2024. This contract will automatically be renewed for an additional twelve (12) months unless a (30) thirty-day notification of non-renewal is given to the contractor by the client prior to the initial termination date. Year to year price rise is normally based on 3%

The amount to be paid under this contract is \$ 104,836.00 annually. This amount will be billed via email, and payable at monthly a rate of \$ 8,736.00.



Contract Cancellation

During any active term either party may cancel this contract by providing to the other a "Written Notice of Cancellation". If the client desires to cancel this contract it will be for specific reasons related to the contractual scope of the work and an Itemization of deficiencies shall accompany the written notice of cancellation. Both parties need to give thirty (30) days' notice. For the purpose of this provision all notices will be sent to the address shown at the bottom of this contract. Upon the cancellation or termination of this contract by either party for any reason, the contractor will be entitled to audit the contract and produce a final adjusted bill representing payment for services and/or materials delivered through to the date of cancellation, less all contractual payments received through that date. Payment of the final adjusted bill will be due and payable upon receipt by the client.

Executed this 24 day of October 2023.

TriStar Services USA LLC

Signature [Signature]
Name JAMES DUCHESNE
Title Owner
Date 24 October 2023

Avalon HOA

(Board member or Authorized Representative)

Signature [Signature]
Name KATHLEEN LIEDMAN
Title PRESIDENT
Date OCT 24, 2023

TriStar Services USA LLC

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