



P.O. Box 700, Lynn Haven, Florida 32444

February 12, 2024

Dear Mr. Steve Killcumings,

I would like to thank you for the opportunity to provide a proposal for the landscape Construction of Grand Panama located at 11807 Front Beach Rd. Panama City Beach, Fl. 32407.

Please find included in this Landscape Construction Agreement the scope of work to be performed. This proposal is good for a period of 30 days or until March 12, 2024.

If you have any questions about this proposal, please don't hesitate to contact me @ 850-814-1055.

Sincerely,

Ryan Singletary

Landscape Construction Agreement

"Grand Panama"

Please find listed below the pricing proposal for the Landscape Construction of Grand Panama located at 11807 Front Beach Rd. Panama City Beach Fl. 32407. Diamond Landscape Management is committed to providing quality work that exceeds the expectations of our clients.

Landscape Construction Agreement

Scope of work:

- Complete Tear out of all dead plants around property.
- Installation of 16 7g Pittosporum
- Tear out sod leading to beach on the right side of walk path
- Turn sodded area into a full bed area and add 40 confederate jasmine
- Installation of 4 7g dwarf yaupon holly
- Installation of 2 3g dwarf yaupon holly
- Haul away all debris
- Delivery included in price proposed

Total Cost: \$2,860.00

All work will be performed in a timely and professional manner and work site will remain clean at all times. It is anticipated that the total project will take 1-2 days weather permitting.

TERMS AND CONDITIONS

Form of Payment: Owner agrees to make payments via cash, check, or credit card on the dates listed above. Should the Customer choose to pay any sums under this contract via credit card, they agree to pay the Company's processing fee for the same, or to pay by alternative means. Company reserves the right to place a lien on the Owner's property upon commencement of this project as a customary protection to ensure payment and will fully release the lien upon receipt of final payment from the Owner.

Change Orders: Company will perform only those services approved in writing by the Owner. If the owner shall, at any time, require services not listed in the scope of work attached to this Company services contract, a written change order shall be created and signed by both parties prior to the performance of such work.

Permits, Licensing, & Approvals: Owner is responsible for informing the Company of any applicable covenants or local building guidelines, or any Condominium or Owner's Association rules or bylaws, which are known or knowable to the Owner. The owner is responsible for providing power at the pier installation location and is also responsible for the expense of relocating any underground utilities not identified by 411. The owner shall be responsible for obtaining and paying for all necessary permits and recording a notice of commencement if possible. Owner warrants that the work to be performed by Company is in conformity with the neighborhood, COA, or HOA requirements, if any, which govern the property, and acknowledge that Company is not responsible for researching these requirements or ensuring compliance therewith. The owner agrees to disclose any such restrictions to the Company if known or knowable by way of any published or recorded declaration of covenants or restrictions. Owner releases Company from any undisclosed requirements of this type.

Insurance & Loss Coverage: Owner agrees to maintain adequate property insurance to protect against loss or damage due to theft, fire, vandalism, or any other event occurring at the home outside of the control of the Company. The company agrees to maintain reasonable liability insurance to protect against personal injury or loss.

Property Access, Authorization, and Foreseeable Damage Waiver: Owner agrees to be present or have a designated agent or representative present at the scheduled work time to ensure that Company has reasonable access to the working area, including parking space. The owner explicitly warrants and represents that it is an owner of the property, or a person authorized to have labor or improvements

performed on the property. Company agrees to use its best efforts to avoid damaging any of the Owner's property and fixtures, but damages are not uncommon in the construction industry to the use of heavy equipment. As such, the Owner shall be responsible for, and agrees to hold company harmless for incidental damages to property due to equipment transfer, including but not limited to scrapes and cracks in sidewalks, driveways, damage or destruction of landscaping, rutted access paths, and other objects that may be damaged if they are not removed prior to the arrival of equipment. The owner agrees to exercise reasonable diligence in removing these items prior to the Company's arrival, and if not capable of being moved or marked, to put the Company on notice of these items' locations.

Default: Unless otherwise specified in the table above, payment is due and payable upon completion. Any payments not made within fourteen (14) days of the date each payment is due (either upon completion by default or specified above) each amount then due and owing will accrue interest at the highest legal rate then in effect in the State of

Florida and shall continue to accrue interest until the sum is paid in full. The owner understands that in the event of non-payment of the obligations of this contract, that company will file a Florida Mechanic's lien and record the same against the subject property, in order to ensure proper payment. The owner agrees that the filling of a lien or sending a notice to owner is allowed by Florida law and is not a breach of this agreement or the basis for filing suit.

Dispute Resolution & Choice of Law: Owner and Company agree to make reasonable efforts to resolve any disagreements related to this contract between themselves. In the event that the two parties cannot agree on an issue, both parties agree to resolve the issue through the Bay County Circuit Court located in Panama City, Florida, under Florida Law. The decision of that court shall be considered final. The parties agree said trial shall be a non-jury trial. The parties to this agreement agree that the prevailing party shall be entitled to recover attorney fees and costs of litigation or other dispute resolution procedures from the non- prevailing party.

Acceptance of Landscape Construction Agreement

By signing below, both Diamond Landscape Management and the owners of Grand Panama located at 11807 Front Beach Rd. Panama City Beach, FL. 32407 agree to the terms and conditions as outlined in the Landscape Construction Agreement.

____Jeffrey R. Singletary____
Diamond Landscape Management

____02/12/24____
Date

Grand Panama
Owner/Owners Signature for Approval
HOA President/HOA Manager

Date