



Primary Contact

Lindsay Williams
First Service Residential
185 Grand Blvd
Miramar Beach, FL 32550

Landscape Service Provider:

Green Earth Southeast, LLC.
15167 Highway 331 Business
Suite B.
Freeport, FL 32439

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

Property:

Grand Panama Beach Resort
11807 Front Beach Road
Panama City Beach, FL 32407

Landscape Management Agreement (Revised)

This agreement takes effect October 1, 2025 (the "Commencement Date"). This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement.

SCHEDULE AND FREQUENCY OF SERVICES:

The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control. We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the real site conditions present on property. Timing of applications will be based on ideal conditions for your property.

SPECIAL PROVISIONS:

A pre-contract clean-up will be required if site conditions are not at an acceptable level. The landscape should be in a condition to allow regular maintenance activities to occur while meeting client expectations as defined in this agreement. Acceptable is defined as: weeds in the planting beds are at a minimal and manageable level in addition to the lawns being less

than 4" high.

Fixed Payment Services

Description of Services	# Of Occurences Per Year
General Maintenance Services	
Spring/Summer Maintenance	32
Fall/Winter Maintenance	10
Shrub Pruning	3
Seasonal Color	
Spring Seasonal Flower Installation	1
Fall Seasonal Flower Install	1
Agronomic Program	
Turf Fertilizer	2
Turf Weed Control	5
Turf Pre-emergent Weed Control Application	2
Turf Insecticide Application	3
Plant Growth Regulator Application	3
Shrub Bed Pre-emergent Application	2
Irrigation Management	
Irrigation Audit	12
Monthly Investment	\$1,867.51

Services Billed Upon Completion

Description of Services	Frequency	Cost per Occ.	Annual Cost
Total			

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
Bi-Monthly Pruning - 3 Extra Visits	1	\$0.00	\$0.00

Payment Schedule For Fixed Payment Services

Schedule	Price	Sales Tax	Total Price
October	\$1,867.51	\$0.00	\$1,867.51
November	\$1,867.51	\$0.00	\$1,867.51
December	\$1,867.51	\$0.00	\$1,867.51
January	\$1,867.51	\$0.00	\$1,867.51
February	\$1,867.51	\$0.00	\$1,867.51
March	\$1,867.50	\$0.00	\$1,867.50
April	\$1,867.51	\$0.00	\$1,867.51
May	\$1,867.50	\$0.00	\$1,867.50
June	\$1,867.51	\$0.00	\$1,867.51
July	\$1,867.50	\$0.00	\$1,867.50
August	\$1,867.51	\$0.00	\$1,867.51
September	\$1,867.50	\$0.00	\$1,867.50
	\$22,410.08	\$0.00	\$22,410.08

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

By _____
Matt Weinrich (GE)

By _____

Date 9/4/2025
Green Earth Southeast, LLC.

Date _____
Grand Panama Beach Resort

PROPERTY MAINTENANCE BOUNDARY MAP

 = Boundary

insert map here

Fixed Payment Services

Spring/Summer Maintenance

Service frequency: Weekly April - October

Lawn Mowing: Remove litter prior to mowing to avoid shredding. General turf areas will be mowed at a mowing height best suited for turf type and season.

Edging/Trimming: Sidewalks, driveways, curbs, and flower beds will be edged/trimmed as needed to maintain a neat appearance.

Ornamental beds and Flowerbeds: Weed control shall be maintained in all flowerbeds, ornamental beds and tree rings on a regular basis. This may be completed by hand weeding or through the use of post-emergent herbicides. Weeds are minimized by applications of mulching material annually. **(mulch applications will be specified if included in this agreement).**

Fall/Winter Maintenance

Service frequency: 2 times per month, Nov - Mar

Lawn Mowing: Remove litter prior to mowing to avoid shredding. General turf areas will be mowed at a mowing height best suited for turf type and season.

Edging/Trimming: Sidewalks, driveways, curbs, and flower beds will be edged/trimmed as needed to maintain a neat appearance.

Ornamental beds and Flowerbeds: Weed control shall be maintained in all flowerbeds, ornamental beds and tree rings on a regular basis. This may be completed by hand weeding or through the use of post-emergent herbicides. Weeds are minimized by applications of mulching material annually. **(mulch applications will be specified if included in this agreement).**

Shrub Pruning

Pruning: Trees (under 10'), shrubs, ground covers, and perennials will be pruned to maintain desired forms and any other necessary pruning that coincides with general horticultural practices. *All plant material will be maintained in the shape and appearance that existed when GreenEarth acquired this maintenance agreement unless otherwise agreed upon by Addendum.* All pruned material will be removed from the site.

Spring Seasonal Flower Installation

Seasonal flowers will be installed in the Spring at specified locations.

Sq. Ft. of Flower Bed included in service: 0

Fall Seasonal Flower Install

Seasonal flowers will be installed in the Fall, at specified locations.

Sq. Ft. of Flower Bed included in service: 0

Turf Fertilizer

Turf will be fertilized with an appropriate blend for your turf type. Application timing is based on specific needs for your turf, maximizing impact of the application. Our goal in fertilization is to keep your lawn healthy. The fertilization program will provide nitrogen to maintain a healthy green lawn. Phosphorous free, potash, and trace elements will be provided in a well-balanced analysis. A premium blend of SCU fertilizers will be used to allow for a reduced frequency of fertilization

Turf Weed Control

Post emergent weed control application will occur to turf for the control of broadleaf weeds and undesired grass weeds. The herbicide is not harmful to desired turf.

Turf Pre-emergent Weed Control Application

Turf will be treated for pre-emergent weed control of broadleaf weeds and undesired grass weeds.

Turf Insecticide Application

Turf will be treated for control of turf destroying insects.

Plant Growth Regulator Application

Application of growth regulator to existing plant materials after each pruning service to manage the excessive new growth, resulting in less frequently of pruning service.

Shrub Bed Pre-emergent Application

Pre-emergent herbicides, which are not harmful to the plant materials located in the beds, will be applied to planting beds to assist in the management of weeds in your beds.

Irrigation Audit

An audit of the irrigation system for proper operation will be performed. *Any necessary repairs will be billed in addition to your maintenance fee @ \$82.00 per hour plus materials (Subject to change without notice).* Any necessary repairs anticipated over \$500.00 will be reported to the owner's representative along with a request for authorization to proceed with repairs.

Optional Services

Bi-Monthly Pruning - 3 Extra Visits

Terms & Conditions

DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

1. **"You"** and **"Your"** mean First Service Residential and all of their representatives.
2. **"We"**, **"Our"**, **"Ours"** and **"Us"** mean Green Earth Landscape Services, LLC and all of its representatives.
3. **"Labor"** means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
7. Provide us with your critique of our services and suggestions for on-going improvements.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become forty five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1 ½% per month will be charged on all amounts that become thirty (30) days or more delinquent. If any check you tender for payment is refused due to insufficient funds, you hereby agree to a "Return Check Fee" of \$25.00 per item, in addition to any other remedies available to us under Florida law.

Attorney's Fees: In the event we must commence third-party collection or arbitration proceedings in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees incurred as a result of said activities, including those fees/costs incurred on appeal and/or those fees/costs incurred to litigate the amount of fees/costs due us pursuant to this Section.

Payment by Credit Card: As an added convenience to our clients, payment due under this Agreement may be made by credit card. If choosing to pay by credit card, you hereby consent by signing this Agreement below that no disputes regarding fees or costs billed to you shall be adjudicated by the credit card company. Any charges for fees/costs made to your credit card are non-refundable and cannot be reversed by the credit card company. Any disputes over fees and/or costs paid by credit card shall be settled directly between you and us, pursuant to the terms of this Agreement.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Delays Outside Our Control: In the event there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to the manufacturer to remedy any alleged deficiency in the installed materials or equipment and damages related directly or indirectly thereto. WE HEREBY DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Dispute Resolution: Should a dispute arise between you and us relating to this Agreement, or the making, performance or interpretation of the rights and obligations set forth herein, either party may, upon written notice, seek exclusive and binding relief through the procedure of the American Arbitration Association (AAA). Such arbitration shall take place in Walton County, Florida. A single arbitrator shall decide all disputes. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The decision of the arbitrator shall be binding on both parties, and any right to judicial action on any matter subject to arbitration hereunder is hereby waived, unless otherwise provided by applicable law, except suit to enforce the arbitration award or in the event arbitration is not available for any reason. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. For purposes of this Agreement, a "prevailing party" shall be defined as a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

We both agree that any action through arbitration relating to any plant material warranty, for plants installed by us, must be commenced within one (1) year of the documented plant material failure.

Changes: This Agreement shall not be subject to change or modification other than by a signed writing from all parties hereto.

Early Termination For Default: You may terminate this Agreement upon an event of default by us. If an event of default occurs, you must give us written notice of the same describing the reason for the default and the requested cure. If within sixty (60) days of receipt of such notice, we are unable to cure the default, you may terminate this Agreement. Any default notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement for cause before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for the services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates, (i) for all costs for the work performed in connection with this Agreement during such period up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination and such amount will

be due immediately.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the parties' agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronically signed, faxed, and scanned & emailed signatures shall be treated as original and binding upon the signing party.

Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Further, in the event any dispute arises from this Agreement, the undersigned parties hereby agree that the venue for said dispute(s) shall lie exclusively in Walton County, Florida.