

# Grand Panama Beach Resort- 2025 - 2027 Contract



This Contract is executed on the dates indicated below, and is for the purpose of setting forth the contractual agreement between Lawnsapes, Inc. ("Lawnsapes") and Grand Panama Beach Resort (Customer)

## A. Services Provided

Lawnsapes will provide landscaping services to Customer at the following property or properties: 11807 Front Bch Rd., Panama City Bch, FL 32408 the ("Property")

Said landscaping services shall consist of mowing, trimming, edging, blowing off of all drives and walks, bed maintenance, fertilization and chemical application according to the schedule set forth below (also see attached schedule for type and frequency of pest control services):

Landscape Management - 36 Services annually - \$1,622.25 per month  
Chemical Management - 12 Services annually - \$153.06 per month  
Pine Straw – 2 Installs annually – 475 bales each install - \$593.75 per month  
Palm Tree Trimming – 2 times annually - \$960.00 per month  
Seasonal Color – Spring and Fall - \$72.92 per month  
Irrigation audits – 6 Services per year - \$56.25 per month

**Irrigation Repairs billed at the time of repair. Materials plus labor.**

## B. Mowing, Edging, Blowing, Trimming

All turf areas shall be mowed as needed so that no more than 1/3 of the leaf blades are removed per mowing. Mowing shall be with a rotary mower. Mower blades will be sharp at all times to provide top quality cut. Mowing height will be 1 1/2" to 2" for Centipede turf, no more than 2" for Bermuda and 3" to 4" for St. Augustine turf. This is to ensure proper root development and to maintain the aesthetic quality of the property. Clippings will be left on the lawn or mulched as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clipping will be distributed by mechanical blowing or collected and removed by the contractor. In the case of fungal disease outbreaks, clippings will be collected until the disease is undetectable.

Tree rings, planted beds, and all buildings, sidewalks, fences, driveways, parking lots, and other surface areas bordered by grass will be trimmed and edged every mowing. Turf areas around sprinkler heads will be trimmed or treated with a non-selective herbicide so as to not interfere with or intercept the water output. Contractor will blow all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging. Clippings will not be left to be visible in common areas.

## C. Pest Control

Lawnsapes is a commercially licensed pest control operator. All herbicides, pesticides, fungicides and other lawn-applied chemicals will be applied by licensed professionals. Please see attached schedule for type and frequency.

## Grand Panama Beach Resort- 2025 - 2027 Contract

### D. Additional Services:

Should Customer request additional services or work beyond those stated above (e.g., additional pest control applications, special clean ups, tree work, pine straw, rye grass, etc.). Lawnsapes shall provide Customer with a quote in regard to the cost of said additional services or work, and obtain approval from Customer prior to commencing said services or work.

### E. Consideration for Insurance and License

Lawnsapes is a registered landscape contractor through the city of Panama City, Fl. In order to protect itself and its customers, Lawnsapes carries full general liability, worker's compensation, and automobile insurances. A certificate of insurance will be supplied upon the client's request.

### F. Liability:

#### 1. Contractor shall be liable for any of the following:

- Any damage due to the operation of his equipment in performing the contract
- Complying with all laws pertaining to a protected plant species (such as the sea oat)
- Damage to plant material due to improper horticultural practices
- Improper replacement or retrofitting of irrigation system components

#### 2. Contractor shall **NOT** be liable for any of the following:

- Death or decline to any plant material due to improper placement, planting, selection or maintenance done prior to the date of this contract
- Damage due to improper irrigation components existing at the date of execution of this contract
- Cables/wires or sprinkler components/lines that are not installed per applicable building codes.
- Disease, damage, or death to the landscape caused by natural occurrences in weather, plant pathogens such as fungal outbreaks, and/or damage by insects
- Disease or damage done to the landscape caused by excessive irrigation by the client, lack of water due to inoperative or malfunctioning irrigation components, and/or irrigation restrictions imposed by the Water Management District or the civil authorities
- Damage to any item hidden in the landscape that is not clearly marked
- Damage due to vandalism

### G. Terms

The term of this contract is from 2/10/25 to 2/9/2028. Customer agrees that Lawnsapes shall be the only landscape contractor to provide services at the Property during the term of this Contract.

### H. Conditions

This contract is non-cancellable by Customer other than as set forth herein. Should Customer wish to cancel/terminate the Contract due to dissatisfaction with Lawnsapes' service, Customer must deliver a signed and dated letter to Lawnsapes at P.O Box 1726, Panama City, FL 32402, and email a copy of said letter to [joe@lawnsapesofbc.com](mailto:joe@lawnsapesofbc.com), setting forth and describing Customer's complaints and reasons for believing Lawnsapes' services are unsatisfactory. Lawnsapes shall then have fifteen (15) days from its receipt of said letter to rectify the unsatisfactory condition(s). If the unsatisfactory condition(s) are not rectified within said time frame, customer may then cancel/terminate the Contract by sending a written Notice of Termination to Lawnsapes. Customer may not cancel/terminate on account of conditions listed in Section "F-2." above. Any cancellation or termination of this Contract by Customer, other than pursuant to the requirements above, shall be considered an unjustified termination and a breach of this Contract, and Customer shall be liable for Lawnsapes' damages in connection with said breach.

## Grand Panama Beach Resort- 2025 - 2027 Contract

Lawnsapes may, at its discretion, cancel/terminate this Contract at any time (e.g., if Customer fails to timely pay the charges set forth below) by sending a written Notice to Customer within seven (7) days prior to the next scheduled service visit, describing the reason(s) for the cancellation/termination.

**I. Charges**

Lawnsapes' monthly charge for performing the services set forth in this Contract shall be \$ 3,401.98 . Customer shall pay said amount by the 15<sup>th</sup> date of each month. Any additional services or work performed pursuant to section "D" above shall be due upon completion of said services or work. Should Customer fail to timely pay any amount due hereunder, and should said amount remain unpaid for a period of fifteen (15) days after the due date, Lawnsapes may initiate a lawsuit to collect the amount owed without notice. There will be a maximum price increase of no more than 3 percent for year 2 and 3 of this contract.

**J. Attorney's Fees.**

If any lawsuit is brought to collect past-due charges under this Contract, or to enforce or interpret any of the terms of this Contract (e.g., as to whether a termination of the Contract by Customer was justified), the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs incurred therein, the amount of which shall be fixed by the court and made a part of any judgment rendered.

**K. Governing Law, Venue, and Jury Waiver:**

This Contract shall be governed by the laws of the State of Florida, and the venue for any action filed by either party with regard to this Contract shall be in Bay County, Florida. The parties waive their right to a trial by jury.

**L. Severability:**

If any court of competent jurisdiction should hold any one or more of the sections or provisions of this Contract to be invalid or ineffective for any reason, the remaining sections and provisions of this Contract shall not be affected, and shall remain enforceable.

**M. No Waiver:**

The failure of either party in one or more instances to insist upon the strict performance of any one or more of the covenants or conditions herein shall not be construed as a waiver by that party.

**N. Complete Agreement:**

This Contract constitutes the entire agreement between the parties as to the matters involved herein, and said agreement may not be added to or modified in any manner except by writing, signed by both parties.

**O. If both parties agree to the terms of this Contract, sign and date below:**

Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Customer: \_\_\_\_\_  
Print Name

Lawnsapes: \_\_\_\_\_ Date: \_\_\_\_\_

