



## RUSSELL LANDSCAPE FLORIDA, LLC, CONTRACT

---

Russell Landscape Florida, LLC, hereafter referred to as Contractor, contracts with the property owner/representative for GRAND PANAMA, hereafter, referred to as Property, to perform the following landscape services:

### I. TURF AND BED MAINTENANCE

1. Throughout the period of active growth, all turf areas will be mowed as necessary to uphold an orderly and tidy aesthetic. Throughout the rest of the year, mowing will be carried out as required to sustain a presentable appearance. All clippings shall be removed from paved areas during each service visit.
2. All turf areas not accessible by mowing equipment shall be trimmed using string trimmers to coincide with mowing. Russell Landscape will take every precaution to prevent damage. It is recommended that a mulch barrier be located between grass and all property (i.e. fences, utility lines, structures, personal property, etc.). However, if any damage does occur while conducting routine maintenance in areas lacking a mulch barrier, or to improperly secured or sectioned lines, wires or fencing, Russell Landscape cannot be held liable.
3. All turf hard line edges and bed line edges, such as sidewalks and curbs shall be metal blade bi-weekly edged during the growing season and as needed thereafter. Russell Landscape cannot be held liable for damage to shallow buried phone, cable, internet, or invisible dog fence lines or for damage caused by hidden objects in soil or turf such as sticks, rocks or any foreign objects that may become airborne if hit by equipment. Russell Landscape will ensure that all safety shields are in place and functioning properly prior to service.
4. Bermuda, Zoysia, and Centipede grasses will be mowed to a height of 2-2 ½" whereas St. Augustine turf will be cut at 3-3 ½" during each mowing. Height may need to be adjusted as conditions warrant but will not exceed removing more than 1/3 of blade length with any mowing.
5. During the early spring, warm season turf grass will be lowered to remove dormant foliage. Russell Landscape will exercise extra caution during this process to ensure that turf damage or uneven mowing heights are avoided. Specific attention will be paid to prevent damage due to sharp turns, abrupt starting or stopping, and other potential hazards. Russell Landscape cannot be held liable for damage for shallow buried phone, cable, internet, or invisible dog fence lines.
6. All plant beds shall be kept defined to project a clear definition between turf and shrub bed or tree well areas.
7. Turf fertilization shall be conducted four times per growing season utilizing proper formulations and rates of fertilizer specified according to soil analysis. Any additional fertilization deemed necessary will be proposed under separate cover.
8. Pre-emergent herbicide applications shall be made three times per year for warm season turf and two times per year for cool season turf to protect against weed infestations.
9. Post emergent herbicides shall be applied to all finished turf locations during the growing season to control most weed escapes. Controlling invasive weedy weeds or non-desired turf types in lawn areas will incur an additional cost. Examples of these invasive weeds include, but are not limited to; poa annua, dallisgrass, torpedograss, goosegrass, and dove weed. Applications will not be made during stressful environmental turf growing conditions.

*WR*

10. Insecticides can be applied as needed on turf areas to control non-beneficial insect pests. Blanket applications of insecticides for outbreaks such as japanese beetles, oakworms, armyworms, mole crickets, chinch bugs, etc. will require additional cost to be agreed upon prior to service.
11. Disease analysis and the application of effective fungicides to suppress any harmful fungus can be made as necessary to all turf areas for an additional charge. Severe disease problems may require several sequential treatments.
12. Blowing of all clippings and debris from sidewalks, walkways, curbs, tennis courts, recreational areas and parking lots shall be conducted during each weekly visit. All debris collected on site shall be removed and recycled into wood waste products.

## II. TREE, SHRUB, AND GROUND COVER MAINTENANCE

1. Pruning of all ornamental shrubs (up to 10' in height), ground covers, and the removal of any dead branches shall be conducted at least four times per year or as required to ensure a neat appearance. The frequency and method of pruning will be in accordance with horticultural standards for each plant species. New growth of all shrubs will be allowed to harden off before subsequent pruning. Russell Landscape cannot be held liable for damage to cables, wires, freon lines, utility and control boxes, A/C supply generators, or other similar items hidden in plant material.
2. Pocket pruning and/or structural pruning will be performed once per year during the dormant months to maintain plant material in an aesthetically pleasing appearance and within its boundaries. This type of pruning will be performed for up to 1/3 of the plant material on site. Rejuvenation pruning to reduce plant size by 25% or more will require an additional fee. Russell Landscape cannot be held liable for damage to cables, wires, freon lines, utility and control boxes, A/C supply generators, or other similar items hidden in plant material.
3. All pruning debris shall be removed immediately following the completion of any pruning operations. Drastic reduction of plant volume (over 25%) may incur additional debris disposal fees.
4. Partially dead shrubs shall be pruned to remove deadwood portions. Removal of dead plant material will be proposed under separate cover.
5. Perennials such as Daylilies and Liriope shall be cut back in the winter. The removal of any spent blooms, flower stalks and drying foliage shall be performed as needed. Russell Landscape cannot be held liable for damage of cables, wires, freon lines, utility and control boxes, A/C supply generators and similar items hidden in plant material.
6. Ornamental groundcovers such as English Ivy shall be pruned to maintain these plants within their boundaries.
7. Pre-emergent herbicides will be applied to all shrub/tree beds prior to weed germination in early spring.
8. Post emergent herbicides shall be utilized in tree and shrub beds for control of weed growth. Manual removal of any weeds over 4" in height shall be provided.
9. Granular fertilization shall be performed during the growing season on all shrubs and ornamental trees to promote optimal growth. A soil analysis may be performed if a plant shows signs of decline.
10. Granular fertilization of palm trees shall be performed up to two times annually. Should additional fertilization or OTC injections be necessary, they will be proposed under separate cover.
11. Application of insecticides and fungicides are included in our Integrated Pest Management (IPM) program. This shall include all trees, shrubs, and ground cover less than 10' in height. Our IPM program will help to prevent plant damage caused by non-beneficial insects, however; insect infestations or severe outbreaks may require additional application(s) at an additional cost.
12. All small ornamental trees (less than 12') shall be trimmed to encourage good growth habits. This shall include the removal of all water sprouts, suckers, deformed growth, and dead branches.
13. All crape myrtles will be pruned once annually to remove crossing branches, thin canopies, and create a more uniform vase shape. "Hat rack" pruning is highly discouraged due to horticultural implications and will incur additional charges if requested.

Handwritten signature and initials, possibly "WR", in the bottom right corner of the page.

14. All shade trees canopies shall be pruned annually as necessary so that no branches/limbs will overhang on sidewalks and parking lot areas lower than 10 feet from the ground. Lower branching on all trees shall be pruned as necessary to keep trees elevated to a uniform height. Maximum height for this pruning shall be no more than 12 feet. Branches or limbs with a diameter greater than 2 inches will require an additional cost to be pruned. Upon contract commencement a site inspection will be conducted and if tree canopies are found to be lower than 10' a proposal will be provided to bring the property within compliance. Approval of this proposal is required before the above specification becomes effective.
15. All palms under 10 feet from the ground will be pruned as necessary to remove dead, dying, or broken fronds. Palms over 10 feet in height will be proposed under separate cover. Self cleaning palm species will be allowed to shed naturally. If pruning of these types of palms is desired, a separate proposal will be provided.
16. Broken or fallen tree branches shall be removed from the property during each weekly visit. Branches or limbs with a diameter greater than 2 inches will require additional costs to be removed.
17. Leaf removal will be performed throughout leaf season. Naturalization of leaf litter will be utilized in areas where appropriate. Once leaf drop has completed, a final clean up will be performed in all bed areas.

### III. GENERAL SITE MAINTENANCE

1. Trash and debris shall be removed from landscape areas during each service visit prior to mowing turf areas.
2. Post emergent herbicides shall be applied to parking lot areas, curbs, gutters, driveways, parkways, and loading dock areas to control emerging pavement crack weeds.
3. All debris shall be disposed of offsite unless owner provides approved disposal area or trash receptacle. Removal of excessive trash or debris may incur additional fees. Russell Landscape shall not remove batteries, tires, or any other hazardous materials. Emptying trash receptacles and other porter services will be proposed under separate cover.
4. In the event of any severe weather event such as a major ice, snow or windstorm such as a hurricane, tornado, or thunderstorm, Russell Landscape shall not be responsible for any cleanup operation within the scope of this agreed maintenance contract. Clean up services shall be provided for an additional cost per request.
5. Fire ant management will be performed at each visit as needed. Typically, when a mound is identified, insecticide will be applied and the following week after it has taken effect, the mound will be removed. Blanket applications can be applied for an additional fee.

### IV. IRRIGATION

1. Contractor will provide 12 wet checks annually of the irrigation system to include activating each irrigation zone to verify proper water coverage, check for broken or misaligned sprinkler heads, look for leaks or clogged nozzles, and confirm correct pressure and timing. Minor issues such as adjusting heads and replacing filters will be completed at no additional charge.
2. The Property authorizes Russell Landscape to perform irrigation repairs up to a maximum cost of \$750.00 per occurrence, including labor and materials, without further authorization. If the scope of necessary work is determined to exceed this amount, Russell Landscape will immediately pause work and contact the Property for written approval before proceeding. A breakdown of repairs completed under this not to exceed policy will be provided on the final invoice. All parts used and labor time will be itemized. Labor will be billed at \$90.00/man hour. This arrangement will facilitate timely resolution of irrigation repairs and prevent damage to turf and plants.



**V. SEASONAL SERVICES**

1. Application of pine straw twice annually or hardwood mulch once annually is recommended. Bed line trenching will be performed in conjunction with the spring application. Service will be billed at the time of service per below quantity and price. (Prices subject to change based upon current market value - approval from Property required.)
2. Two rotations of seasonal color are recommended. Service will be billed and provided at the time of service per below quantity and price. Price shown is for our base package including 4" pots of typical seasonal annuals and once monthly maintenance visits. (Options for additional upgrades and enhancements will be offered for consideration prior to all installations. (Prices subject to change based upon current market value - approval from Property required.))
3. Supplemental hand watering can be provided for a cost of \$75.00/hr. for site water or \$150.00/hr. for water truck.
4. Winter snow and ice removal can be provided for an additional cost upon request.

**VI. COMPENSATION**

To perform the above stated services, Contractor shall be compensated by GRAND PANAMA for labor, materials, equipment, and services rendered as itemized below. Monthly billing includes chemical turf treatment and irrigation services. Russell Landscape encourages all payments to be made via ACH process. This process provides security for payments and prevents any mishandling of paper checks. If the Property elects to pay via check, Russell Landscape will not be liable for any issues associated with mishandling or fraud.

N/A cubic yards of mulch per application      N/A bales of pine straw per application      N/A square feet of seasonal color per application

Monthly Base Maintenance Billing - **\$1,500.00**

**ANNUAL BASE MAINTENANCE TOTAL - \$18,000.00**

**42 annual** visits will be provided as dated below to be weekly in the growing season and biweekly in the off season. Please note that we are closed the week from Christmas until New Year's. Monthly service costs are prorated over the course of the contract for simplicity in billing and payment.

**Early Contract Termination:** In the event of cancellation prior to the end of a 12-month term, the table below shall be used to determine the actual dollar amount of work performed and in turn the amount owed to either the Property or Contractor at termination of the contract. Due to the nature of our business the actual labor and material expenses are not commensurate with the levelized monthly billings.

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
%	5	6	7	10	10	10	10	10	10	10	8	4

For example, if the total annual contract price is \$12,000.00, and the contract commences on January 1st and is terminated on August 31st, the total percentage of actual annual work performed is 68% of contract.  $68\% \times \$12,000.00 = \$8,160.00$  and represents the actual amount of work performed. The actual amount paid over the 8 months of the contract was \$8,000.00, so in this case, the Property would owe the Contractor an additional \$160.00.

**Termination:** Either Contractor or Property may terminate this contract at any time with or without cause by providing 60 days written notice by certified letter only. If pine straw, seasonal color, fescue seed, retention ponds or any extra services are added to the base maintenance price, and this work has already been performed, it must be paid in full if contract is terminated early.

**Payment:** Payment shall be received in the office of the Contractor no later than the 21st day of the month in which services are performed. Interest on unpaid statements shall accrue at the rate of eighteen percent (18%) per annum from the due date if not paid within ten (10) days of said due date.

**Contractor's right to stop work:** Contractor may, at its sole discretion, cease all services on the above contracted property after sixty (60) days from date of unpaid invoice until all delinquent payments are received. Failure of Contractor to cease work for nonpayment of services is not a waiver of the Contractor's right to do so later.

**Non-solicitation:** Both parties agree not to solicit, offer employment to, nor use the services of any employee of the other party who is involved in performing this Agreement (otherwise than by general advertising for the duration of this Agreement) and for a period of twelve (12) months from the date of termination of this Agreement, except as expressly provided for in this Agreement or where the other party consents thereto in writing.

**Cost escalation:** During the term of this Agreement, Contractor may incur substantial costs due to inflation and/or escalation in the costs of materials and labor. Therefore, with prior Property consent, Contractor may reasonably adjust the pricing of this contract to align with market conditions. Notwithstanding the foregoing, annual price increases may be applied to subsequent renewal periods when requested in writing at least 30 days prior to renewal period and shall not exceed 3% per year, unless otherwise negotiated.

**Scope of Contractor's work:** All work to be completed by Contractor is that which is specifically provided above. Contractor's exclusions, if any, are provided to clarify the intent but are not exhaustive of work excluded. The work described above is to be construed such that any work not clearly, specifically, and unambiguously included, or that which is incidental, is specifically excluded. Contractor shall perform all work in a reasonable manner subject only to Contractor's obligation of good faith and fair dealing.

**Indemnification:** To the maximum extent allowed by law, Each party ("Indemnitor") shall defend, indemnify, and hold the other party ("Indemnitee") and its employees and agents harmless against all demands, lawsuits, or other claims (including investigation costs, litigation costs, and attorney's fees) that the Indemnitee may incur or be obligated to pay to the extent of Indemnitor's and any of its employees', residents', tenants', or agents': (i) negligence; (ii) willful misconduct, (iii) violation of any federal, state, county or local laws or regulations, or (iv) breach of this Agreement.

**Limitations on damages:** In the event either party is found liable to the other party for any claim, such liability shall be limited to actual damages incurred. Each party waives all claims to any consequential and punitive damages.

**Insurance:** Each party agrees to maintain general liability insurance with policy limits of no less than \$2,000,000.00 in aggregate, \$1,000,000.00 per occurrence, and to add the other as an additional insured, as applicable. Each party agrees to maintain adequate insurance coverage and to look to its own insurer or insurance policy for recovery of any loss covered by insurance. Each party hereby releases the other from any claim covered by insurance, in whole or in part, and waives anyone's, including property's insurer(s), right to recovery from the other for any insured claim or covered loss. This release and waiver will remain effective despite a party's failure to obtain adequate insurance, which in such instance would release and waive any claim that would have been covered by insurance maintained in the ordinary course by someone in such party's position or circumstance. If either party fails to obtain insurance, such party shall bear the full risk of said party's loss's..

**Dispute Resolution:** This Agreement, its interpretation, performance, or any breach thereof, shall be construed in accordance with, and all questions with respect thereto, shall be determined by the laws of the State of **Florida**. Each of the parties irrevocably and unconditionally submits, for itself and its assets, to the exclusive jurisdiction and venue of any **Florida** state court or United States federal court sitting in or having jurisdiction over **Panama City Beach, Florida**, and any appellate court from any such state court or federal court, in any proceeding arising out of or related to this Agreement. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs. THE PARTIES HEREBY INTENTIONALLY, KNOWINGLY AND VOLUNTARILY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY PROVISION CONTAINED IN THIS AGREEMENT.

**Assignment:** No party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, provided that each party may assign any of its rights and delegate any of its obligations hereunder to: i) an affiliate entity, or ii) any person or entity that acquires substantially all of that party's assets.

This contract shall be effective for the period beginning **March 01, 2026**, ending **February 28, 2029**. This contract shall automatically be renewed on the anniversary date each year (unless either party expresses an objection by certified letter at least 60 days prior to the ending date listed above.) We hereby understand, adhere, and agree to the terms and stipulations of this document and enter into this contract agreement.

Handwritten signature in black ink, appearing to be initials or a stylized name, located at the bottom right of the page.

# GRAND PANAMA

**Contact Information:**

**Company:** Grand panama Beach resort

**Name:** Shelley Richards

**Phone Number:** 816-785-9083

**Fax Number:** \_\_\_\_\_

**Email Address:** shelley.richards@fsresidential.com

**Billing Address:**

11800 Front Beach Rd

Panama City Beach, FL 32407

**Physical Address:**

11800 Front Beach Rd

Panama City Beach, FL 32407

Do you require Russell Landscape to utilize a compliance site? Yes No

Name of Compliance Site \_\_\_\_\_

If you answered yes to above, do you require invoices to be uploaded through a portal? Yes No X

Name of Invoice Portal Send invoices directly to me and copy gptreasurer@grandpanamacoa.com

If you answered yes to either question above, please send the registration email(s) to myriams@russelllandscape.com.

*Bob Coleman, BOD President Grand Panama* 4/27/26  
Name & Capacity- Property Owner/Representative Date

*W. Russell* 4/29/26  
Name & Capacity- Russell Landscape Florida, LLC Date