

Lawn, Shrub, and Tree Care Service Agreement

Customer: Lakeridge Condominium Associates

Customer Address: 1776 6th St. N.W. Suite #106 Winter Haven, FL 33881

Customer Contact Info: (863) 513-7320 (321) 757-9609 lakeridgemedial@gmail.com
(Home) (Cell) (E-mail)

Serviced Property: Residential Commercial

Service Address: 1776 6th N.W. Street Suite #106 Winter Haven, FL 33881

Turf Type: St. Augustine Bahia Zoysia Other:

In consideration for the payment of the Service Fee, plus any additional tax, COUNTRY BOY PEST CONTROL, LLC ("COUNTRY BOY") will perform the selected service(s) set forth below for the above-named Customer, subject to the Terms and Condition within this Agreement.

[X] LAWN CARE SERVICE AGREEMENT - Our service includes, depending on conditions, a granular or liquid fertilization will be applied seasonally, as well as a treatment for lawn damaging insects, fire ants and all broad leaf weeds and nutsedge. Crabgrass control is excluded from service. Our regularly scheduled service provides fertilization and treatment for lawn damaging insects, fungus, as well as broad leaf weed and nutsedge control. Any additional treatments needed between regularly scheduled service will be performed free of charge.

Service	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	1st Year Total
Lawn Service	[X]	[]	[X]	[]	[X]	[]	[X]	[]	[X]	[]	[X]	[]	\$3,000

[X] SHRUB CARE SERVICE AGREEMENT - Our service includes granular fertilization and treatment for shrub damaging insects, fungus and disease. Our regularly scheduled service treats for shrub damaging insects, fungus and disease. Fertilization will be applied twice a year and as needed to address any nutrient deficiencies. Any additional treatments required between regularly scheduled services will be performed free of charge. This service will not include shrubs located in sensitive areas such as pool enclosures, potted or hanging plants, annuals or roses.

Excluded areas:

Service	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	1st Year Total
Shrub Service	[]	[]	[X]	[]	[]	[X]	[]	[]	[X]	[]	[]	[X]	\$900

Additional Service Notes:

This proposal includes full service on turf and shrubs. Full service on lawn includes- insecticide for fire ants plus lawn damaging insects, fertilization, and broadleaf weed control. Fully guaranteed. We cannot control invasive wild grasses, such as Crabgrass, Bermuda, Torpedo grass, Basket grass. we are able and keep in our program for atrazine application for Basket grass from October 19th - April 1st. Full service on shrubs includes- insecticide treatment both residual and a systemic insecticide, fungicide when needed, plus fertilization. Only exception to the shrub service, it does not include the palms as only thing we can do for those is a topical granular fertilizer application 2x's per year. If needed at any time, we can fertilize any palms for additional \$10.00 each tree. All other shrubs treated would be fully guaranteed as well.

Notice to Customer

If this is a home solicitation sale and Customer does not want the goods or services, Customer may cancel this Contract by giving written notice of cancellation to COUNTRY BOY before midnight of the third business day after the day Customer signed this agreement.

By signing this Agreement, Customer acknowledges that Customer has read and fully understands all terms, conditions, limitations, and exclusions contained on the front and back of this Agreement, that this Agreement represents the entire agreement between the parties, and that it incorporates any and all previous oral agreements and negotiations between the parties.

Customer Signature:

Russ Chaffee

Country Boy Pest Control, LLC:

[*EMPLOYEESIGNATURE*]

Customer signed on: Monday,
 08/28/2023

to treat between scheduled services if a problem arises that is not excluded by the conditions set forth in Paragraph 4 below.

GENERAL TERMS AND CONDITIONS

COUNTRY BOY PEST CONTROL, LLC. ("COUNTRY BOY") AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. PERFORMANCE EXPECTATION:

The performance of your lawn and shrubs under this service will depend on their original condition, proper irrigation and maintenance techniques, adverse weather conditions, the service(s) selected and time. Customer acknowledges that COUNTRY BOY makes no promise, guarantee or warranty regarding the performance of the lawn, shrubs or trees, other than

2. SCOPE OF SERVICE

COUNTRY BOY will only perform those services under the Service Package selected by Customer on the front of this Agreement. Customer may incur a prorated fee for the variation in services performed and the execution of a new one year service agreement.

3. SINGLE GRASS TYPE LIMITATION:

Turf grass species have different characteristics that make some species more susceptible to damage from herbicides than others. COUNTRY BOY will only service the turf grass type indicated on the front of this Agreement.

4. DAMAGE EXCLUSION:

Customer specifically agrees that COUNTRY BOY shall not be responsible or liable for damage to or death of turf grass, ornamental shrubbery or tress due to:

- a. Multiple turf types. Damage to turf types other than that checked on the front of the Agreement.
- b. Uncontrollable weed species such as Crabgrass, Bermuda grass, Beggarweed, Torpedo Grass and Stink Vine.
- c. Any insect, pest or organism not specifically identified for service under the Lawn Packages offered.
- d. Adverse weather conditions.
- e. Improper watering practices.
- f. Improper mowing practices.
- g. Mechanical damage.
- h. Domestic, feral or nuisance animal damage.
- i. Compaction or excess thatch.
- j. Improper pH levels.
- k. Customer neglect.

5. CUSTOMER'S OBLIGATION TO REPORT AND COMPLY:

Customer accepts the responsibility to immediately contact COUNTRY BOY if a noticeable decline in the lawn, shrubs or trees serviced under this Agreement occurs between COUNTRY BOY service intervals. Furthermore, Customer agrees to comply with any and all instructions provided by COUNTRY BOY related to any service provided under the terms of this Agreement. Customer's failure to timely contact COUNTRY BOY or comply with any instructions provided automatically negates COUNTRY BOY' obligation to treat free of charge between any service interval.

6. CHANGE IN LAW:

Should any federal, state or local law or regulation change affecting this Agreement or the services or treatment provided thereunder, COUNTRY BOY is authorized to take any action necessary to bring itself into compliance with said laws. If COUNTRY BOY cannot modify the terms of this Agreement or its services or treatment in order to comply with such change in the law, then COUNTRY BOY reserves the right to immediately terminate this Agreement.

7. CHEMICAL SENSITIVITY:

If Customer or occupant at the Service address knows, or believes that he or she may be sensitive to herbicides or pesticides, written notice must immediately be provided to the COUNTRY BOY prior to any treatment or service. COUNTRY BOY reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide this notification represents Customer and occupants' assumption of the risk and waiver of any claims against COUNTRY BOY in connection with such sensitivity. Customer further agrees to indemnify, protect and hold harmless COUNTRY BOY from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer or other occupants at the Service Address, if Customer fails to provide the above written notice.

8. BINDING ARBITRATION:

Customer and Country Boy Pest Control agree that any and all controversies or claims between them arising out of or relating to this Agreement, or the breach thereof, shall be settled solely and exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in Polk County, Florida, using the substantive law of Florida governing the issue or claim in dispute. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be knowledgeable in pest control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. Neither party shall sue the other where the basis of the suit is or arises out of this Agreement, other than for (1) enforcement of this arbitration provision, (2) appointment of an arbitrator if one cannot be mutually agreed upon, or (3) enforcement of the arbitrator's decision. The Parties agree that the sole and exclusive venue of any suit shall be Polk County, Florida. **All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties.** This arbitration provision shall survive cancellation, expiration, or termination of this Agreement.

9. TERMINATION:

COUNTRY BOY' responsibilities, duties, obligations, and any liabilities under this Agreement shall be terminated if COUNTRY BOY is prevented or delayed from fulfilling any of its duties, obligations or responsibilities under the terms of this Agreement by reasons or circumstances beyond its control or by the Customer's interference or refusal to provide COUNTRY BOY with access to the Service Address.

10. ENTIRE AGREEMENT AND SEVERABILITY:

This Agreement constitutes the entire agreement between the parties and no other representations or statements will be binding upon the parties. Customer further agrees that if any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

11. NON-PAYMENT:

Notwithstanding any provision within this Agreement to the contrary, COUNTRY BOY may initiate a legal action to recover all unpaid balances. In the event of a collection service is utilized or legal action becomes necessary to recover any unpaid balances, Customer will be responsible to pay all expenses associated with said collection, including attorney's fees and costs. In the event that Customer fails to pay any sum due and owed under the terms of this Agreement, COUNTRY BOY has the right to immediately terminate this Agreement.

I have read and agree to the terms and conditions of this agreement including any additional terms and disclosures listed above. I confirm that my email address is entered correctly and agree to receive my agreement, additional disclosures, and future account notifications electronically.

Customer Initials: RC