



Proposal #5754

Date: 9/26/2025

PO #

Customer:

Sherry Danko
Star Hospitality Management, Inc.
26530 Mallard Way
Punta Gorda, FL 33950

Property:

Creekside Community Association,
Inc. of Charlotte County
27006 Creekbridge Drive
Punta Gorda, FL 33950

Service Agreement & Maintenance Contract 2026 Renewal

January 1st 2026 - December 31st 2027

Premier Landscape Management is pleased to submit the following Maintenance Proposal for your consideration. Please review this contract and we look forward to the opportunity of servicing your property.



Fixed Payment Services

Description of Services	Number of Occ.	Cost per Occ.	Annual Cost
Turf and Regular Maintenance			
Mowing	34	\$1,521.00	\$51,714.00
Turf Fertilization, Weed, & Insect Control Program:	2	\$376.85	\$753.70
Fire Ant Control Program	1	\$560.19	\$560.19
Bed / Hardscape Weed Control			
Weed Control Beds & Hardscapes	12	\$360.76	\$4,329.12
Shrub and Ornamental Maintenance			
Shrub and Bush Trimming	5	\$2,730.00	\$13,650.00
Shrub Fertilization	2	\$201.83	\$403.66
Tree Maintenance			
Palm Trimming	1	\$8,082.30	\$8,082.30
Palmetto Trim	1	\$7,800.00	\$7,800.00
Irrigation Maintenance			
Irrigation System Maintenance and Inspection Program	4	\$287.00	\$1,148.00
Annual Maintenance Price			\$88,440.97

Services

Mowing

- Mowing is completed every seven days from May 1st through September 30th, and every fourteen days from October 1st through April 30th.
- Edging of all hardscapes including driveways, patios, and sidewalks will be completed during each service.
- Edging of all softscapes including landscape beds and tree beds will be completed every other service.
- Blowing off debris from driveways, sidewalks, and streets is completed during each service.
- String trimming within the mowing areas is completed during each service.
- Areas include the entrance, along Taylor road, small park, large park, all ponds, mail kiosk/picnic table area, the south side of the community between the homes and Alligator Creek, and both sides of the berm on the north side of the community.

Turf Fertilization, Weed, & Insect Control Program:

- Areas include front entrance and along Taylor Road.
- All common area turf will be treated with fertilizer, weed control, insecticides, and disease.
- A liquid mix of 16-0-8 will be applied from January through May and October through December.
- A liquid mix of 0-0-16 will be applied from June through September (blackout period). Potash is supplemented during these services in place of Nitrogen.
- Liquid or Granular Fertilizer will not be applied during services that fall under the "blackout period" (June-Sept) as per state/local laws and regulations.
- Pre-emergent will be applied for Crabgrass and broadleaf weed control in February through March.
- Post-emergent will be applied throughout the year for weed control.

- On-contact insecticides will be used to treat fleas, ticks, chinch bugs, and ants with a liquid application of Talstar. Fire Ants are not included in this service.
- On-contact insect control will be applied with a residual of between 15 to 30 days depending on the amount of rain.
- Additional insect control for Chinch Bugs, Grub Worms, Mole Crickets, Fire Ants, and Sod Web Worms can be included at an additional cost.
- A service schedule of what is completed during each Turf service is shown in the appendix of this Service agreement.
- Signs will be left in common areas after applications have been completed.

Fire Ant Control Program

- Area includes turf around mailbox kiosks.
- All common turf areas are treated for control of Fire Ants with a granular application of Top Choice.
- This application is performed separately from the Turf application and is a systemic application.
- Recurrence of Fire Ants retreats at no additional cost within the same year of the application.
- Landscape beds can also be treated at an additional charge.

Weed Control Beds & Hardscapes

- Mulch beds are treated for weed control.
- Hardscapes including driveways, sidewalks, and road surfaces are treated for weed control.
- Control of weeds is accomplished by a combination of methods including pre-emergent chemical spaying and or granular applications, post emergent chemical, and mechanical removing of weeds.
- Weeds in turf areas or inside of lanais are not included in this service.

Shrub and Bush Trimming

- Areas include the front entrance, along Taylor Road, parks, and berms.
- Does not include any palmettos.
- Shrubs and bushes are pruned, trimmed, and shaped.
- All debris associated with this service will be removed and recycled. Debris will not be “mulched” back into landscape beds or turf areas.
- Mulch/stone beds will be cleaned at each service.
- Shrubs and bushes in pots or inside of lanais are not included in this service.
- Pygmy Date palms are trimmed during each service.

Shrub Fertilization

- Shrubs and ornamentals will be treated with fertilizer, fungicide, and insecticides.
- A liquid mix of 13-3-13 is applied to non-native & native plants.
- Liquid or Granular Fertilizer will not be applied during services that fall under the blackout period (June-Sept) as per state/local laws and regulations.
- Insecticides will be applied to plants to treat Mealybugs, Aphids, Scale, etc.
- Fungicides will be applied to plants to treat Leaf Spot, Sooty Mold, etc.

- Annuals are not included in this service.
- A service schedule of what is completed during each Shrub service is shown in the appendix of this Service Agreement.
- Signs will be left in common areas after applications have been completed.

Palm Trimming

- Approximately 130 (+/-) Cabbage palms in the common areas are trimmed.
- 38 Cabbage at Berm on the north side of the community.
- 44 Cabbage at the small park.
- 29 Cabbage along Taylor Road.
- 9 Cabbage at the large park.
- Seed pods are removed during service.
- Heads will be shaved to remove boots during service.

Palmetto Trim

- Areas include the front entrance, along Taylor Road, parks. and berms.
- Palmetto clusters are trimmed.
- Seed pods are removed during each service.
- All debris associated with this service are removed and disposed of offsite. Debris will not be "mulched" back into landscape beds or turf areas.
- Mulch/stone beds are cleaned at each service.

Irrigation System Maintenance and Inspection Program

- Activate each irrigation zone in the existing system.
- Visually Examine for Damaged Heads.
- Clean and adjust sprinkler heads not functioning properly.
- Report any valve or valve box in need of repair.
- Adjust the watering schedule based on climate conditions.
- A report on the irrigation inspection will be sent to the community manager. The report shall include a summary of defects found and the cost associated with the required repairs.
- Irrigation repairs will be made during each inspection up to \$200, unless otherwise stated in this contract.
- Irrigation includes the entrance, along Taylor Road, and along the berm on the North side of the community.

Payment Schedule

Schedule	Price	Sales Tax	Total Price
January	\$7,370.08	\$0.00	\$7,370.08
February	\$7,370.08	\$0.00	\$7,370.08
March	\$7,370.08	\$0.00	\$7,370.08
April	\$7,370.08	\$0.00	\$7,370.08
May	\$7,370.08	\$0.00	\$7,370.08
June	\$7,370.08	\$0.00	\$7,370.08
July	\$7,370.08	\$0.00	\$7,370.08
August	\$7,370.08	\$0.00	\$7,370.08
September	\$7,370.08	\$0.00	\$7,370.08
October	\$7,370.08	\$0.00	\$7,370.08
November	\$7,370.08	\$0.00	\$7,370.08
December	\$7,370.09	\$0.00	\$7,370.09
	\$88,440.97	\$0.00	\$88,440.97

Terms & Conditions

1. It is agreed by both parties that all work performed under the terms of this service agreement shall be performed on a routine schedule sensitive to the overall needs of the property. It is further understood that all work shall be performed in a professional manner in accordance with generally accepted horticulture principles.
2. *Florida Landscape Management Companies, Inc. dba Premier Landscape Management* (the "**Contractor**") shall furnish, upon request, evidence of general liability insurance in the amount of \$ 2,000,000, property damage insurance and Workman's Compensation insurance. The contractor shall maintain all licenses and permits pursuant to requirements established by applicable governing authorities.
3. The **Contractor** shall comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of 9-24-65, the Americans with Disabilities Act and all other equal opportunity employment legislation.
4. It is expressly understood that the **Contractor** shall assume no responsibility nor liability for personal injury or property damage resulting from an accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and all other paved or grassy surfaces between scheduled visits by maintenance crews. Further, the **Contractor** shall not be liable for any consequential or incidental damages which may be sustained by the owner arising out of or from the **Contractor's** services.
5. The **Contractor** shall reimburse Owner for damages to personal or real property occurring as a direct result of negligent contractor activity. Reimbursement shall occur only if the Owner had previously taken the necessary steps to reasonably protect such damage. Notification of damage must be made to the **Contractor** in a timely manner and the **Contractor** shall be provided an opportunity to inspect and, if possible, repair the damage.
6. This agreement may be cancelled by either party by giving no less than thirty (30) days prior written notice. If notice is not given thirty (30) days prior to the first of the month contractor shall be entitled to the total monthly installment.
7. All amounts billed by the **Contractor** shall be payable on receipt and shall accrue interest at the rate of eighteen percent (18%) per annum beginning fifteen (15) days FROM THE DATE ON THE BILL FOR SERVICE. **All sums due the Contractor shall be due and payable in Charlotte County Florida at its address set forth below.**
8. *Attorneys' Fees and Costs.* In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement, or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees costs due to it.
9. *Recoverable Costs.* The reasonable costs that the **Contractor** shall be entitled to recover pursuant to this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non- evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred in connection with the dispute.
10. Service agreements shall remain in-effect for Two Years, (24-months).
11. THESE GENERAL CONDITIONS SHALL BE INCORPORATED BY REFERENCE INTO ANY INVOICE FOR SERVICES SUBMITTED BY THE **CONTRACTOR**.
12. This agreement shall be cancelable for cause. In the event contractor becomes deficient in Service's based on acceptable industry standards and this agreement. Client agrees to notify contractor in writing by certified mail, this agreement shall be terminated thirty (30) days from that date.
13. Client Agrees to reimburse **Contractor** for services provided during the contract period and **not** fully paid for with the monthly installment plan.
14. The **Contractor** is not responsible for unmarked utilities of any kind.
15. The **Contractor** installed plant material, workmanship and hardscapes are guaranteed for 60 days. Palms & trees are guaranteed for 180 days. All guarantees/warranties are void if not properly cared for, irrigated, or damaged by weather, vandalism, or acts of God. The **Contractor** does not warranty transplanted material.
16. If required, homeowners must provide the **Contractor** written approval from their association and or local city/municipality before any work is to begin.
17. *Tree Removal:* Homeowner/association must apply for and post any required permits from the requiring municipalities. For the City of Punta Gorda, <https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit>. For Charlotte County, <https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/Tree-Permit-Application.pdf>. For Sarasota County,

<https://www.scgov.net/home/showpublisheddocument/34284/636843751802330000>. For the City of North Port,
<https://www.northportfl.gov/home/showpublisheddocument/25208/637963240765900000>. For Lee County,
<https://www.leegov.com/dcd/Documents/ES/Apps/VEG.pdf>.

18. *Construction/Project Payment Terms: A deposit may be required. Payment is required upon completion of project.*

By Jeff Babbie
Jeff Babbie

Date 9/26/2025
Premier Landscape Management

By _____

Date _____
Creekside Community
Association, Inc. of Charlotte
County