



Evolve Contracting Inc.
 PO Box 2362
 Bartow, FL 33831

Proposal #190812

Created: 09/13/2024

Start Date: 01/01/2025

End Date: 12/31/2025

Proposal For

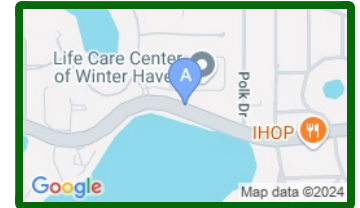
Interlochen HOA (4554)

3564 Avalon Park East Blvd Suite 1-145
 Orlando, Florida 32828

main: (407) 750-2287
Rodney@goodhelpmanagement.com

Location

1510 Cypress Gardens Blvd
 Winter Haven, FL 33884



EMAILED 2025

Terms
 Net 30

ITEM DESCRIPTION	MONTHLY PRICE	CONTRACT TOTAL
Lawn Maintenance. Monthly lawn care services to include 38 SERVICES to include: mowing, edging, weed eating, blowing, hedge trimming, and using Round Up where applicable. Services are performed on a weekly basis during the growing months (APRIL-SEPTEMBER) and a biweekly basis during the dormant months (OCTOBER-MARCH). Price is per month.***IRRIGATION REPAIRS ARE QUOTED AT \$75/HR PLUS THE COST OF PARTS OR \$65/HR. IF ENROLLED IN OUR IRRIGATION ALLOWANCE PROGRAM.***Excludes raking leaves which are quoted at \$35/hr., selective hand pruning, tree trimming, heavy cut-backs of plant/hedge/shrubs, and spring/ fall clean ups (quoted on as needed basis).	\$ 1,515.83	\$ 18,189.96
Lawn Maintenance. EMPTY LOT MOWING	\$ 79.17	\$ 950.04
TOTAL		\$ 19,140.00

Signature

DUE DATE

01/31/2025

x

Date:

Please sign here to accept the terms and conditions





LAWN MAINTENANCE TERMS AND CONDITIONS

This Lawn Maintenance Service Agreement "Agreement" is entered into by and between Evolve Contracting, Inc. "Evolve", a Florida corporation, whose mailing address is Post Office Box 2362, Bartow, FL 33831 and the Customer as mentioned on this Estimate.

1. **Services:** Pursuant to the terms of this Agreement, Evolve will furnish all labor and equipment necessary to complete a maintenance program as stated in the description of services in the attached Estimate, for Customer at the Location indicated on this Estimate.
2. **Terms:** This Agreement, made for a period of 12 months beginning the date this estimate is signed and ending 12 months to that date" Initial Term", and shall automatically renew for one year terms "Renewal Terms", unless this Agreement is canceled by either party by providing a written notice at least 30 days prior to the end of the Initial or Renewal Term (whichever is applicable). The Customer will grant Evolve access to the lawn during regular business hours Monday – Friday (7:00am – 6:00pm) EST and additional mutually agreed upon times.
3. **Workmanship:** While we strive to be the best in the business, all workmanship shall be performed to meet industry standards.
4. **Disclaimer and Limitation of Damages:** Evolve will not be responsible for damage to fences, deck supports, foundation or trim of home, downspouts, pavement, sidewalks, landscaped areas, plants, trees, or other obstructions 0-6 inches from ground where trimming or edging is performed. These areas sustain normal wear and tear from the constant spinning of trimmer or edger heads. If you do not want trimming or edging performed, please specify. When grass is tall it is impossible to see all obstructions that are in the path of our equipment. Evolve will not be liable for damage to hidden obstructions. It is the responsibility of the customer to police the area for such obstructions prior to services being provided. As a way to ensure that these issues do not arise, we encourage you to regularly inspect areas serviced by our equipment for hoses, sprinkler units/equipment, outdoor furniture, toys of kids or pets, trash, and excessive limb or tree debris. Additionally, Evolve will not be liable for ensuring the closure of gates/fences located on your property. It is the customer's responsibility to check all gates/fences prior to releasing children and/or pets into a fenced yard. Evolve shall be responsible for any damages to the grounds caused by our work force while performing the requirements of these specifications herein. Labor and materials for the repair or replacement of these damages shall be provided by Evolve.
5. **Insurance:** Evolve shall at all times be covered by adequate liability and property damage insurance. All required compensation insurance for labor personnel to be provided by Evolve. Evolve hereby agrees to indemnify, defend and hold Customer from and against any and all claims, damages, liabilities, cost and expenses of any kind arising from the actions or inactions of Evolve and its employees pursuant to the terms of this agreement.
6. **Fee Schedule: The lawn maintenance described in this Estimate shall be provided for an annual rate, payable in monthly installments on the 8th of each month.**
 - a. **AutoPay "AP" Billing Requirement:** Unless special circumstances apply, by signing this Agreement, the Customer is enrolling in AP Services and authorizes Evolve to initiate electronic payment transactions from Customer's designated debit or credit card.
 - i. I understand that AP enrollment applies only to the card(s) that I designate. Each month, I authorize Evolve to automatically charge my credit/debit card that I designate for the monthly installment for the duration of the contract term on the specified date according to the Credit Card Authorization form attached to this Agreement.

ii. I understand that I will receive a paid receipt as proof of payment upon my monthly installment being processed UPON REQUEST.

7. Non-Monetary Default: If either party is in default under this Agreement for a period of 7 days following receipt of notice from the non-defaulting party, then the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. IF the defaulting party corrects the deficiency identified in the written notice within 7 days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within 7 days and Evolve commences a good faith effort to correct the deficiency within 7 days of receipt of notice, the grounds for termination shall be deemed cured.

8. Termination and Early Termination Fees: If Customer terminates this Agreement with cause based upon Evolve's failure to comply with the description of services in the Estimate attached to this Agreement, after providing Evolve with written notice thereof as set forth in Section 2 of this Agreement and after Evolve has been provided an opportunity to cure the default, Customer shall not incur an early termination fee. If customer terminates early without cause, any remaining balance and/or penalty fees become immediately payable to Evolve and your card on file will be drafted for any charges owed.

i. If customer elects to terminate this Agreement without cause, fails to provide Evolve an opportunity to cure a default or such termination is a result of Customer's default; Customer agrees to pay Evolve an early termination fee equal to 18% of the remaining balance due on the 6-month or 12-month term as described herein.

ii. Upon termination, a final invoice shall be prepared by Evolve indicating the balance due for all unpaid services and materials (if applicable) furnished to Customer as of the termination date.

9. Collections: In the event that it becomes necessary to institute collection proceedings against Customer for the collection of fees due to Evolve by Customer, Customer agrees that the venue for such action will be held in Polk County, FL and that Customer will pay, in addition to any adjudication for such fees, all costs and expenses necessitated thereby, including late fee, reasonable attorney's fee.

10. Time: Time is of the essence of this Agreement and its terms.

11. Assignment: Customer may not assign this Agreement and is non-transferrable.

12. Severability: If for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall be affected, and the rights and obligations of the parties shall be construed and enforceable as if the Agreement did not contain the invalid provision.

13. Entire Agreement: The parties hereby agree that this Agreement is the complete expression of the terms and any oral representations or understandings not incorporated herein are excluded. Further, any modifications of this Agreement, shall be in writing and signed by both parties. Failure to comply with any of these provisions stated herein shall constitute a material breach of the contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of the Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provisions of this Agreement does not constitute a waiver of the provision of this Agreement.

14. Attachments: Debit/Credit Card Authorization Form (to be provided upon signing this agreement)