



MAINTENANCE AND SERVICE AGREEMENT

This Agreement is made this 15th day of April, by and between Instant Impact Lawn & Landscape, Inc. a corporation organized under the laws of Florida, hereinafter referred to as "Contractor", and Wyldewood Village I hereinafter referred to as "Owner."

RECITALS

WHEREAS Owner manages Wyldewood Village I, operates in Florida, and herein called the "Premises", and

WHEREAS Premises are being managed by Wyldewood Village I as managing agent for Owner, and

WHEREAS Contractor agrees to accept full responsibility to provide the Services hereinafter described for the Premises; and

WHEREAS Owner and Manager require the services which Contractor can supply for the Premises.

TERM

The term of this Agreement shall commence on May 1, 2025, and shall continue in full force and effect for a period of 1 year unless this Agreement is extended, modified, or terminated as provided for herein.

TERMINATION

This Agreement may be terminated by either party hereto upon not less than thirty (30) days prior written notice to the other party. Upon receipt of notice of termination by either party, Instant Impact Lawn & Landscape shall complete any work that remains for the balance of the month of termination and the Owner shall compensate Instant Impact Lawn & Landscape, Inc., in accordance with this Agreement until the end of the month.

OPTION TO RENEW

This Agreement shall automatically be renewed at the end of the term unless terminated under the termination clause or as extended herein. Unless otherwise terminated under the termination clause within ninety (90) days prior to the end of the first term, either party shall indicate its desire to re-negotiate or to modify the terms hereof for the next ensuing term, in writing.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and Agreement herein contained, the parties hereto covenant and agree as follows:

1. **Services:** To be performed per Exhibit "A" attached hereto.

B. The contractor shall furnish all materials and labor necessary to perform the services. All work is to be completed in a workman-like manner according to standard practices. All personnel in the employ of the Contractor shall be trained and fully insured and under responsible supervision, and while on the Premises, shall conduct themselves in a businesslike manner and will refrain from interference with the general public tenants, or Owner, and agents and employees of Manager and of said tenants.

C. This Agreement is for the personal services of Contractor, and Contractor may not assign this Agreement, his right to monies becoming due under the Agreement, or his duties under the Agreement, to any other person or entity without the prior written consent of Manager. Consent by Manager to anyone such an assignment shall not be deemed consent to any future assignment.

2. **Fee:** Contractor shall be paid for the performance of said services the amounts set forth in Exhibit "B" attached hereto, payable following presentation to Manager of monthly Contractor's invoices. No payment by Manager shall be construed as an approval or acceptance by Owner or Manager of inadequate services by Contractor. Payment is due thirty days from receipt of monthly invoice.

3. **Insurance:** Contractor shall not perform any services under this Agreement until he has obtained all insurance required under this Article, which consists of the following:

A. Worker's Compensation and Employer's Liability Insurance relative to all employees and agents of Contractor engaged in performing services related to this Agreement, with coverage not less than that required by the laws of the State in which the Premises are located.

B. General Liability (Public Liability and Property Damage) Insurance to protect Contractor, Owner, and Manager from any claims for bodily injury (including wrongful death) and property damage, and to protect Contractor against the liability to indemnify owner and Manager as assumed by Contractor under Article 5 of this Agreement. The policy of such insurance shall contain an endorsement naming Owner and Manager as additional insured's. The coverage under such policy shall not be less than One Million Dollars and 00/100 (\$1,000,000) combined single limit per occurrence.

C. If not covered by Contractors general Liability insurance under section 3B hereof, Automobile Liability insurance in an amount of not less than One Million Dollars and 00/100 (\$1,000,000) combined single limit per occurrence, to protect Contractor, Owner, and Manager from any claims for damages for bodily injury (including wrongful death) and property damage resulting from any automobile accident involving Contractor or an employee or an agent of Contractor (even if the automobile being used by Contractor or by such employee or agent is no Owned by Contractor) while performing services related to this Agreement. The policy shall contain an endorsement naming Owner and Manager as additional insured's.

D. Each insurance policy (and certificate thereof) obtained by Contractor pursuant to this Agreement shall contain a material change, nonrenewal, or cancellation of the policy. Each such insurance policy shall be with an insurance company authorized to do business in the state in which the Premises are located and rated not less than Best's Financial Class X and Best's Policyholder Rating B+. A certificate (on the standard ACORD form and issued by an authorized representative of the insurer) evidencing the coverage under each policy, as well as a certified copy of the aforementioned additional insured endorsements referred to in Section 3B and 3C hereof, shall be delivered to Owner and Manager prior to commencement of the term of this Agreement. Each such policy shall provide that any loss payable there under shall be payable notwithstanding:

- (i) any act or neglect of Contractor, or
- (ii) any activity by Contractor which is more hazardous than permitted by the terms of such policy or policies

E. If any insurance policy required hereunder is scheduled to expire during the term of the Agreement, Contractor shall, at least thirty (30) days prior to the expiration date, provide Owner and Manager with a new certificate (which complies with the requirements in Section 3D hereof) evidencing that such insurance policy has been renewed or rewritten by an acceptable insurance company in the required amounts. Should Contractor at any time neglect or refuse to provide any of the insurance required herein, or should such insurance be canceled, Manager shall have the right (but not the obligation) to procure the same, and the cost hereof shall be deducted from the Contractor's fee set forth in Article 2. hereof.

F. Contractor waives its subrogation rights against Owner and Manager with respect to any claims (including but not limited to claims for bodily injury and property damage) which are caused by or result from (I) risks insured against under any valid and collectible insurance contract or policy carried by Contractor and in force at the time of any such injury/and or damage or (ii) risks which would be covered under this Article 3, even if such required insurance is not in fact obtained and maintained. Said waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any bodily injury or any loss or damage to property of the parties hereto.

Contractor shall cause each insurance policy obtained by it with respect to this Agreement to provide that insurer waives all rights of recovery by way of subrogation against Owner (and any officers of Owner) and Manager, and against the employees, agents, and authorized representatives of Owner and Manager, in connection with any claims for bodily injury or property damage covered by such policy, and such waiver shall be indicated in any insurance certificate to be provided pursuant to this Agreement.

4. Independent Contractor: Indemnity: It is understood and agreed that at all times the relationship of Contractor (and its employees and agents) to Owner and Manager will be the relationship of an independent contractor and not that of an employee, agent, or servant of Owner or Manager. Contractor shall hire and pay all of his employees and agents, all of whom shall be employees of Contractor (and at all times entirely under contractor's supervision, direction, and control) and not employees of Owner or Manager. Contractor shall be responsible for the acts and omissions of his employees and agents. Contractor agrees to protect, defend (with counsel acceptable to Owner and/or Manager, as the case may be) indemnify and hold harmless Owner and Manager against all claims or demands (and any attorney's fees and /or costs incurred in connection therewith) for damage to property or for injury to or death of any persons, as well as against any fines or penalties directly or indirectly resulting from any act or omissions of Contractor, his employees or agents, occurring in the performance of Contractor's obligations under this Agreement.

5. **Attorney's Fees:** If either party hereto shall file an action and/or institute any proceedings in a court of law or equity of before any administrative body to enforce any provisions hereof, and for any damages by reason of an alleged breach of any provisions in this Agreement, the prevailing party (i.e. either Manager or Contractor) therein shall be entitled (in addition to such other relief as may be granted) to have and recover from the other party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in such litigation and any appeal there from.

6. **Compliance with Laws, Ordinances, Regulations, Etc.:** Contractor shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of Contractor's obligations hereunder of having jurisdiction for the safety of persons or property or for the protection of same from damage, or injury or loss.

7. Safety and Security;

A. Contractor's employees will observe Contractor's rules and regulations of safety and conduct. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the services provided hereunder. Contractor shall take all reasonable precautions for the safety of (and shall provide all reasonable protection to prevent damage, injury or loss to) all of his employees performing such services and other persons who may be affected thereby, and any materials, equipment, and other property in the areas of the Premises being serviced hereunder.

B. All damage or loss to any property caused in whole or in part by Contractor or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable, shall be remedied by Contractor, except for damage or loss solely attributable to negligent acts, negligent omissions, and/or willful misconduct on the part of Owner and/or Manager, or any servant, agent, employee, or authorized representative of Owner or Manager.

8. **Notices:** All notices and other communications required by this Agreement or by law shall be in writing and must be served by certified mail, postage prepaid, return receipt requested, or by any so-called "one-day" or "overnight" express mailing service, addressed to the parties hereto at the following addresses:

Contractor: Instant Impact Lawn & Landscape, Inc.
P.O. Box 3330
N. Fort Myers, FL 33918

Owner: Wyldewood Village I

Any notice mailed in accordance with the provisions hereof shall be effective as of the date of receipt or the third business day following the date of mailing, whichever is earlier.

9. **Entire Agreement:** The Maintenance and Service Agreement constitutes the entire Agreement of the parties hereto relating to the services provided for hereunder and correctly sets forth the rights, duties and obligation of each party to the other. Any prior Agreements, promises, negotiations, or representations (whether oral or written) not expressly set forth in this Agreement are of no force and effect. Any modifications to the Agreement must be evidenced by written Agreement signed by Manager and Contractor.

10. **Inconsistencies:** If the services to be performed by contractor are described in an exhibit attached hereto rather than (or in additions to) being described in Section 1 (A) hereof, any inconsistencies between the Agreement and such exhibit shall be resolved in favor of this Agreement.

11. **Authority:** Contractor is a corporation, and each individual executing the Agreement on behalf of such corporation represents and warrants that Contractor is a duly authorized and existing corporation, that such corporation has (and is qualified to do) business in the state in which the Premises are located, that such corporation has full right and authority to enter into this Agreement, and that each person signing the Agreement on behalf of such corporation is authorized to do so.

12. **Manager is Agent of Owner:** Manager is executing this Agreement on behalf of the Owner as its agent. Contractor shall look solely to Owner for payment of all sums due under this Agreement.

IN WITNESS WHEREOF, Contractor and Manger have executed this Agreement the day and year first above written.

Contractor:
Instant Impact Lawn & Landscape,

Inc.

Witness: Vicki Brown

Witness: Kim Hitchcock

By: James E Brown

Title: Vice President

Owner: Wyldewood Village I

Witness: Donna Wyzlysh

By: Dawn DeBonis

Witness: James E Brown

Title: CAM, For the Board



April 07, 2025

Wyldeewood Village I
13275 White Marsh Lane
Fort Myers, FL 33912
Cynthia Wheatley

RE: Lawn Maint. Bid

Dear Cynthia,

Thank you for the opportunity to bid on the lawn maintenance for Wyldeewood Village I. Our service is second to none and will provide you with well-trained staff, state-of-the-art equipment, and over 40 years of professional quality, dependability, and knowledge.

Our specialty is apartments, office buildings, mobile home parks and condominiums. We are a full-service company, able to meet all your needs. Services provided are design and installation, irrigation, fertilizer and pest control, tree pruning, mulching, and lawn maintenance. We will gladly provide the service you deserve!

This proposal is a "Starting Point" and I sincerely believe Instant Impact Lawn & Landscape Inc. can provide you with the service you deserve.

Sincerely,

A handwritten signature in black ink, appearing to read "James B. Brown", is written over a horizontal line.

James B Brown
Vice President
Instant Impact Lawn & Landscape Inc.

P.O. Box 3330 ▼ N. Fort Myers, Florida 33918

phone: 239-997-1303 ▼ fax: 239.997-1304 ▼ binstantimpact@aol.com



April 8, 2025

Wyldeewood Village I
13273 White Marsh Lane
Fort Myers, FL 33912

RE: References

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FLORIDA GULF COAST UNIVERSITY
Troy Kelly
PHONE: 239- 707-4516

RAINTREE RECREATIONAL VEHICLE RESORT
AMY STEWART
PHONE: 239-731-1441

MOODY RIVER
TROY FUTCH
PHONE: 239-603-5060

SINCERELY,



JAMES E. BROWN
VICE PRESIDENT

P.O. Box 3330 ▼ N. Fort Myers, Florida 33918

phone: 239-997-1303 ▼ fax: 239.997-1304 ▼ binstantimpact@aol.com



WYLDEWOOD VILLAGE I

EXHIBIT "A"

LAWN MAINTENANCE # BASED UPON

1. CUT THE GRASS 40 TIMES A YEAR
2. EDGING 40 TIMES A YEAR
TO BE DONE WITH EACH CUTTING SERVICE
3. BLOWING 40 TIMES A YEAR
TO BE DONE WITH EACH CUTTING SERVICE
4. WEEDEATING 40 TIMES A YEAR
TO BE DONE WITH EACH CUTTING SERVICE
5. WEEDING ALL BEDS 40 TIMES A YEAR
TO BE DONE AS NECESSARY. THIS INCLUDES HERBICIDE W/PRE-EMERGENTS
6. TRIMMING ALL SHRUBS 12 TIMES A YEAR
INCLUDES ELEVATING ALL TREES AT A HEIGHT OF 8 FEET – MONTHLY &
PALMS TO 10 FEET O.A.
7. CLEANING OF ALL WALKS AND PARKING AREAS OF ANY DEBRIS CREATED IN THE
LANDSCAPE MAINTENANCE PROGRAM EACH VISIT
8. IRRIGATION MAINTENANCE 12 X PER YEAR
(ALL MATERIALS AND ALL ADDITIONAL LABOR REQUIRED WILL BE BILLED IN ADDITION TO THE MAINTENANCE CHARGE)
9. FERTILIZATION/PEST CONTROL PROGRAM TURF 6 X PER YEAR
10. FERTILIZATION/PEST CONTROL PROGRAM PALMS & ORNAMENTALS 6 X PER YEAR
11. PLANT MATERIALS DAMAGED BY THEFT, VANDALISM, HURRICANE, FLOOD, HIGH
WINDS, DROUGHT, WATER RESTRICTIONS, OR FREEZE WILL BE REPLACED AT
OWNERS REQUEST AND EXPENSE, PAYABLE UPON RECEIPT

DD _____ Owners Initial *JB* _____ Contractor Initial

04/07/2025

P.O. Box 3330 ▼ N. Fort Myers, Florida 33918

phone: 239-997-1303 ▼ fax: 239.997-1304 ▼ binstantimpact@aol.com



EXHIBIT "B"

WILDWOOD VILLAGE I

	MONTHLY	ANNUAL
Lawn Maintenance per Exhibit "A"	\$1,050.00	\$12,600.00
Fertilization Turf per Exhibit "A"	\$315.00	\$3,780.00
Fertilization Palms & Ornamentals per Exhibit "A"	\$150.00	\$1,800.00
Irrigation per Exhibit "A"	\$192.00	\$2,304.00
TOTAL	\$1,707.00	\$20,484.00

EXTRAS:

Palm Trimming: 10 Washingtonians @ \$85.00 each
13 Queen Palms @ \$40.00 each
7 Cabbage Palms @ \$40.00 each
1 Foxtail Palm @ \$30.00 each

Mulch: 30 Trees 1 Pallet price TBD

IF THE ABOVE IS ACCEPTABLE AND IN AGREEMENT, PLEASE SIGN, DATE, AND RETURN THE ORIGINAL OF THIS CONTRACT TO INSTANT IMPACT LAWN & LANDSCAPE, INC.

ACCEPTED FOR: WYLDWOOD VILLAGE I

Dawn DeBonis CAM
BY AUTHORIZED REPRESENTATIVE

4/15/25
DATE

INSTANT IMPACT LAWN & LANDSCAPE, INC.

James E Brown
JAMES E. BROWN, VICE PRESIDENT

04/15/2025
DATE

04/07/2025

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