



# OMEGASCAPES

## Landscape Management Agreement

**Client Name/Billing Address:**

Admiral Pointe HOA, Inc.  
C/O Sentry Management  
2180 SR 434, Ste 5000  
Longwood, FL 32779

**Property Name/Address:**

Admiral Pointe HOA  
Keaton Parkway  
Ocoee, FL 34761

**Property Contact:**

Don Covey, Board Member  
Tel: 407-443-2888  
Cell: Same  
Email: dgcovey@cfl.rr.com

**Contractor:**

OmegaScapes, Inc  
4954 N Apopka Vineland Rd  
Orlando, FL 32818

**Branch Office Contact:**

Fab Monsanto – HR / Accounting Mgr  
Tel: 407.930.6010

**Email:**

Fab@LakeConwayLandscaping.com

**Effective Date:** July 1, 2023

**Expiration Date:** June 30, 2024

**Initial Term:** 12 months

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**Scope of Services:**

The Client agrees to engage OmegaScapes, Inc. to provide the services and work described in the attached Exhibit(s) A, and B. Also included are the Terms and Conditions, and in total, there are five (5) pages to this Landscape Management Agreement.

**Compensation Schedule:****Core Services:**

Grounds Maintenance:	\$ 31,380 per year	\$ 2,615 per month
Irrigation Maintenance:	\$ N/A	\$ N/A
Pest and Fertilization:	\$ N/A	\$ N/A
Pine Bark Mulch:	\$ N/A	\$ N/A
Palm Trimming:	\$ N/A	\$ N/A
Winter Leaf Removal:	\$ 4,800 per year	\$ 400 per month
<b>Total Core Services:</b>	<b>\$ 36,180 per year</b>	<b>\$ 3,015 per month</b>

**PRESENTED BY:**

BY: OmegaScapes, Inc.

By/Date:

5/24/23

Kevin Carmean  
OmegaScapes, Inc.

**ACCEPTED**

By: Client

By/Date:

5-17-23

Printed Name/Title

DONALD COVEY

Owner

Agent



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**BY: OmegaScapes, Inc.**

**ACCEPTED**

**By: Client**

By/Date: \_\_\_\_\_

Kevin Carmean  
OmegaScapes, Inc.

By/Date: \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

\_\_\_\_ Owner \_\_\_\_ Agent

## TERMS AND CONDITIONS

**Entire Agreement:** This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

**Acceptance of Agreement:** The Agreement constitutes OmegaScapes, Inc. offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, OmegaScapes, Inc. without altering the terms hereof.

**Price, Quality and Working Conditions:** The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing OmegaScapes, Inc. shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by OmegaScapes, Inc. Client agrees that OmegaScapes, Inc. is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long-term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which OmegaScapes, Inc. is required to perform its Services.

**Agreement Renewal:** Unless Client notifies OmegaScapes, Inc. regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12-month term and will continue to renew at the end of each successive 12-month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3% at the commencement of each additional automatic twelve (12) month renewal term.

**Assignment:** Neither Client nor OmegaScapes, Inc. may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that OmegaScapes, Inc. may subcontract portions of the Work to specialty subcontractors.

**Relationship of Parties:** The legal relationship of OmegaScapes, Inc. to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. OmegaScapes, Inc. is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, OmegaScapes, Inc. agrees to pay all sales taxes on materials supplied.

**Payment Terms:** Billing for Services occurs in advance at the first day of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt, within (30) thirty days of issuance of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to:

**OmegaScapes, Inc.**  
**4954 N Apopka Vineland Rd**  
**Orlando, FL 32818**

**Insurance:** OmegaScapes, Inc. shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits.
- b. Employer's Liability Insurance with limits of not less than \$1,000,000.
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.

If required in writing by Client, OmegaScapes, Inc. shall furnish Certificates of Insurance verifying such insurance and OmegaScapes, Inc. agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. When requested by Client, the original insurance policies required of OmegaScapes, Inc. will be made available for review.

**Termination:** Either party may terminate this agreement for any reason with 30 days' written notice sent via certified mail. Omegascares respectfully requests an opportunity to correct any deficiencies based on the attached scope of work prior to termination in an effort to continue to work with client.

**Claims:** OmegaScapes, Inc.'s responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of OmegaScapes, Inc., to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and OmegaScapes, Inc. arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will

bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorney's fees for enforcing this agreement as allowable by applicable law.

**Dispute Resolution and Choice of Law:** The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. OmegaScapes, Inc. and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Orange County, FL for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Orange County, FL. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Orange County, FL.

**Licenses:** OmegaScapes, Inc. shall maintain all applicable licenses within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** OmegaScapes, Inc. agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of OmegaScapes, Inc., its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless OmegaScapes, Inc. against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be, and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to OmegaScapes, Inc.'s Services under this Agreement or any claims asserted in relation thereto.

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, OmegaScapes, Inc.'s total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to OmegaScapes, Inc. for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall OmegaScapes, Inc. be liable for incidental, consequential, special or punitive damages.

**Indirect Damages:** Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

**Excusable Delays and Risk of Loss:** OmegaScapes, Inc. shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to OmegaScapes, Inc. of all amounts provided in this Agreement, notwithstanding that OmegaScapes, Inc. may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

**Watering Restrictions and Drought Conditions:** Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services OmegaScapes, Inc. will comply with such governmental restrictions, upon written notification from client, which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

**Change in Law:** This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases OmegaScapes, Inc.'s costs associated with providing the services under this Agreement, OmegaScapes, Inc. reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. OmegaScapes, Inc. must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

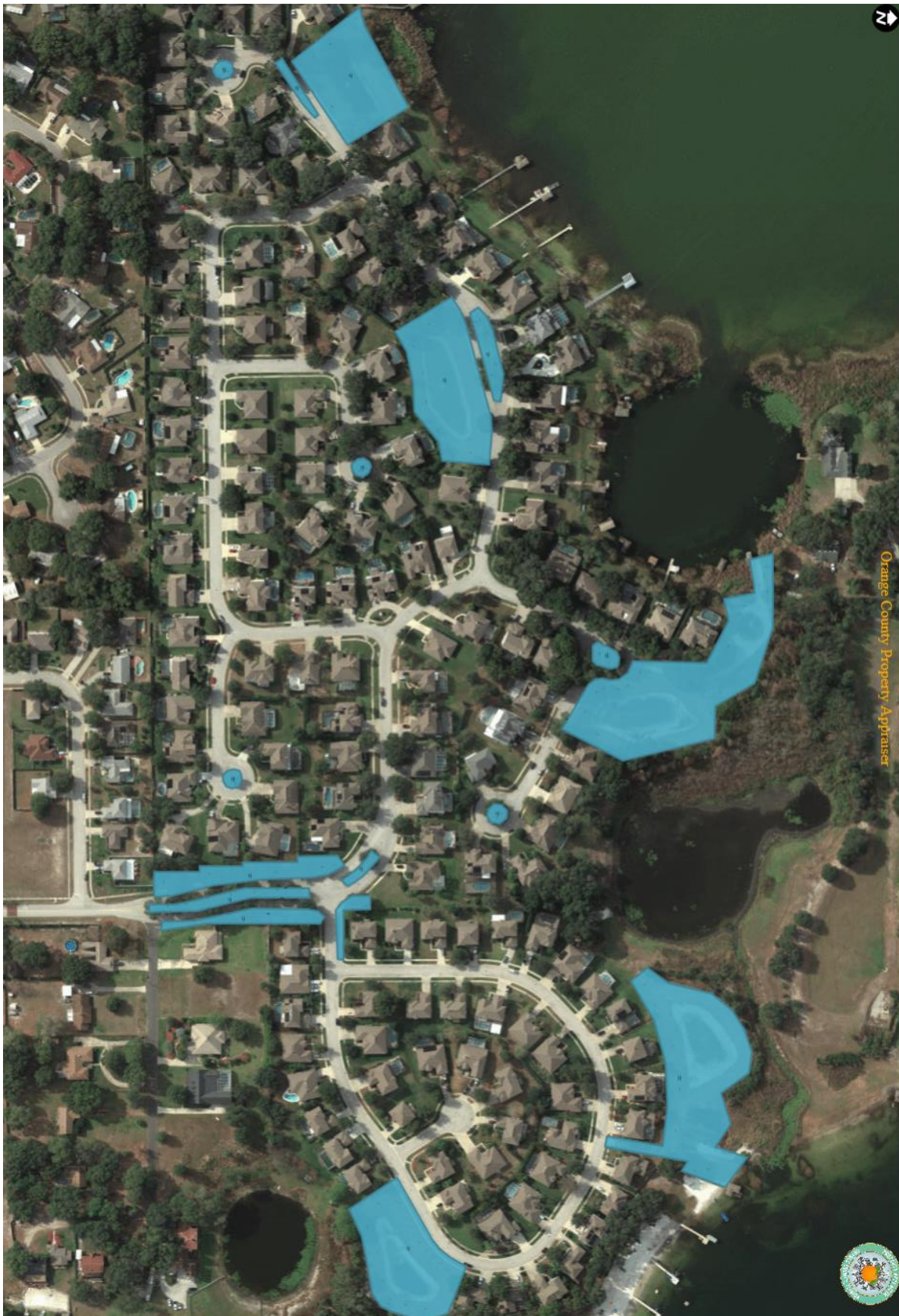
**Nonwaiver:** No delay or omission by OmegaScapes, Inc. in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of OmegaScapes, Inc. and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of OmegaScapes, Inc. under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

**Construction:** The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

**Warranty:** LCL landscape warranty on plant material after one year will be honored by Omegascares for the length of this maintenance agreement. All wetland areas found on existing site below the retaining walls are excluded from the warranty due to excessively wet conditions.



## Attachment "A" Site map



## Attachment “B” Scope of Work

St Augustine – 42 cycles

- Mow, edge, blow, weed-eat
- Weekly April - October
- Bi-weekly November - March

High Profile Bahia - 36 cycles

- Mow, edge, blow, weed-eat
- Weekly May - August
- Bi-weekly Sept – April

Retention Ponds – 30 cuts

Detailing Beds - 12 cycles

- Rotated in sections each mow cycle
- Up to 10' height

Weeds - sprayed and/or hand-pulled as needed (18 cycles)

- Post-emergent herbicide used as needed
- Pre-emergent herbicide applied 1x per year

Litter removal from landscape

- Litter removed before mowing/detailing area
- Excessive litter removal is billed separately

Blowing off – 42 cycles

- All landscape service debris each visit
- All sidewalks, pool decks, pavers, and similar hardscaping

Crape Myrtle Trimming - 1 cycle in winter

- No “hat racking” or dead heading
- Maximum of 10' height of cuts
- Taller tree trimming available for extra charge

Mulch – N/A

Palm Trimming – N/A

- no palms on site

Annuals – Not Included

Irrigation Inspections – Not Included

Pest Control and Fertilization – Not Included

Leaf Removal

- Leaves in grass areas mulched with mower
- Reasonable Leaf removal performed with detail hours
- 4 additional cycles of leaf removal included. 3-man crew x 4 separate days  
During winter leaf drop. Includes debris disposal.