



**Whit's End Property Maintenance, Inc.**

7123 Tonga Drive  
Jacksonville, FL 32216  
(904) 759-1114  
[jtw5339@bellsouth.net](mailto:jtw5339@bellsouth.net)

Kingsley Creek HOA

c/o Evergreen Lifestyles Management  
10401 Deerwood Park Blvd.  
Suite 2130  
Jacksonville, FL 32256

[tburns@evergreen-lm.com](mailto:tburns@evergreen-lm.com)

**LANDSCAPE CONTRACT**

August 25, 2022

To Whom It May Concern,

Thank you for allowing Whit's End Inc. the opportunity to bid on the maintenance contract for your property. Whit's End Inc. has earned its reputation as a hard-working, team-oriented contractor with high standards of excellence in both quality and customer service.

Enclosed is our standard annual agreement which details all of the services that we provide. Please review the information and feel free to contact me if you have any questions.

Sincerely,

Todd Whitworth

This service agreement (Agreement) is made on 9/13/2022 (Effective Date) between Kingsley Creek HOA

\_\_\_\_\_  
(Client), and Whit's End Inc. (Contractor):

1. **Services.** Contractor agrees to furnish comprehensive lawn and landscaping services (Services) for the client including all services listed on Exhibit A. See Exhibit B for schedule.

2. **Payment.** Client agrees to pay Contractor for the Services at the rate and terms set forth on Exhibit C.
3. **Terms.** The terms of this agreement will begin on the Effective Date and continue for One (1) year unless the agreement is terminated sooner. Either party may terminate this Agreement at any time and for any reason upon 30-days written notice to the other party.
4. **Indemnity.** Contractor agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demands liability or expense (including court cost and attorney fees) whether from injury to person, loss of life or damage to property, or arising out of breach of this agreement, or any intentional or negligent act or omission by Contractor or its employees, agents or subcontractors.
5. **Insurance.** Contractor shall maintain general commercial liability insurance coverage in a minimum amount of \$1,000,000.00 dollars per occurrence.
6. **Compliance with law.** Contractor shall comply with all applicable laws, rules and regulations pertaining to its performance under this Agreement. Throughout the term of this Agreement, contractor shall maintain any required licenses and permits required to comply with such laws, rules and regulations.
7. **Independent Contractors:** The parties each acknowledge that they are independent contractors. Nothing in the Agreement shall be construed or deemed to create a relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
8. **Employees.** It is understood that the appointment is at the Contractor's sole risk, expense and supervision and any such employee shall have no claims against Client for wages, salary, or fringe benefits. Contractor agrees that any such employee shall be subordinate to the Contractor and shall be subject to the terms and conditions, which apply to Contractor under this Agreement, and that Contractor shall be liable for any breach of this Agreement by any such employee.
9. **Entire Agreement.** The Exhibits referenced in this Agreement are made a part of this Agreement. This Agreement contains the entire and only agreement between the parties relating to the matter here and it supersedes all other agreements, promises and representations, both oral and written, that are not set forth in this Agreement. No modifications to this Agreement will be effective unless they are in writing and signed by both parties.
10. **Waiver.** No waiver by either party on any term or condition of this Agreement shall be valid unless it is in writing. Acceptance of any benefits under this Agreement by either party after a breach of any term or condition

of this Agreement by the other party shall not be deemed to be a waiver of the breach or of any subsequent breach of any such term or condition.

11. **Serve ability.** If any term or provision of this Agreement is deemed to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of this Agreement.

12. **Binding Effect.** The provisions of this Agreement shall bind and insure to the benefit if the parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties intended to be legally bound, have executed this Agreement as of the Effective Date.

Client Whit's End Inc.

By:  9/13/2022  
2062F25D6F9647A...

Name: G. Christopher McKinney Name: \_\_\_\_\_

Title: HOA President Title: \_\_\_\_\_

**Exhibit A  
Service Specifications**

1. Mowing

Mowing of all grass areas will be performed every seven (7) days during the heavy growth season (March through October), subject to scheduling adjustments due to inclement weather.

Mowing of all grass areas will be performed monthly during the slow growth season (November through February), subject to scheduling adjustments due to inclement weather.

All grass areas will be mowed to an appropriate height to maintain plant health and neat appearance. Areas to be mowed are:

- All grass areas in common areas and entrance points on the east and west sides of the property
- Cut and trim five (5) retention ponds from the waterline to the top of the berm

2. Edging

A. Edging of all curbs and sidewalk shall be performed as needed.

B. Edging of all flower and hedge beds, tree rings and parking areas will be performed as needed.

3. Trimming

Turf areas not accessible by power mower and areas along walls, fences, building obstacles, and inanimate objects shall be maintained by string trimmer (weed-eater) to a height no greater than the height of the adjoining grass areas.

4. Weeding

Open ground between plants not covered by mulch or plant cover will be kept weed-free by mechanical methods.

5. Pruning

All hedges and shrubbery will be pruned on a regular basis to maintain a neat and uniform appearance and as is appropriate for each specific species of plant.

Pruning of trees up to a height of 10 feet shall be performed as necessary to maintain safe walking and driving passage. Tree trimming above 10 feet will not be provided due to insurance restrictions.

6. General Maintenance

Grass clippings - All grass areas will be kept free of heavy clippings. Blowing- all yard waste produced by the Contractor's activities will be blown from paved surfaces, including driveways, sidewalks, and streets.

7. Annual flowers can be replaced in the main entrance bed, the entrance to the pool area, and the raised planters inside the pool area, as requested by the Board, at a cost of \$2.50 per plant (estimated 600 plants necessary).

8. Fertilization, weed control, pest control, and fungus control will be provided six (6) times per year at the Contractor's expense in the irrigated common areas.

9. Irrigation— the Contractor will monitor the irrigation system on a monthly basis to ensure good operating condition. This includes determining and performing necessary cleaning and adjusting sprinkler heads, valves, and controllers. Damage to sprinkler heads and other parts of the system resulting from the Contractor's operations will be replaced at the Contractor's expense. Failure in irrigation components due to other causes such as normal wear and tear, vandalism, and accidents caused by others will be reported to the Board.

10. Mulch can be installed at the request of the Board, at a cost of \$60.00 per yard.

Initials: 

**Exhibit B**  
**Schedule Specifications**

If regular visits are impaired by weather conditions that may necessitate the altering of the schedule, Whit's End Inc. will resume the normal schedule as soon as possible.

Whit's End Inc. will not be responsible for acts of God or nature (hurricanes, windstorms, etc) or the extra debris and cleanup time necessary to re-establish the lawn and landscaping to its original condition. Extra charges involved in this cleanup will be quoted upon request.

Initials: 

**Exhibit C**  
**Payment Specifications**

Invoices in the amount of \$3,000.00 will be emailed at the beginning of each month and will be due no later than the 15th of the same month unless other arrangements are made. Failure to fulfill the requirements of this contract will hold purchaser liable for the balance of the contract for those services not rendered.

Initials: 

**References**

1. Keller Williams Realty Atlantic Partners, Kevin Hanley, (904) 422-7626
2. Elim Services, Inc Property Management, Rhonda Hutto, (904) 241-8886
3. Daniel Lockett, Lifestyles Management, (904) 334-9770

**Qualifications**

- Operating as a licensed and insured landscape and general property maintenance company since 2013 (State of Florida Contractor's License #L13000154536)
- Currently provide full landscape maintenance services to residential communities and commercial properties.
- Current scope of services includes but is not limited to lawn care, shrub and tree trimming, debris removal, minor property repairs, pressure washing.

**Certificate Of Completion**

Envelope Id: E6A3FC8A7E1E449BAC8B0E1287202535	Status: Completed
Subject: Please DocuSign: Kingsley contract_.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 1	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	G. Christopher McKinney
Time Zone: (UTC-07:00) Arizona	4900 N Scottsdale Rd
	Ste 2000
	Scottsdale, AZ 85251
	GMcKinney@taylormorrison.com
	IP Address: 67.30.141.186


**Record Tracking**

Status: Original	Holder: G. Christopher McKinney	Location: DocuSign
9/13/2022 9:32:23 AM	GMcKinney@taylormorrison.com	

**Signer Events**

G. Christopher McKinney  
 gmckinney@taylormorrison.com  
 HOA President  
 Kingsley Creek HOA  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 2062F25D6F9647A...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 67.30.141.186

**Timestamp**

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 Signed: 9/13/2022 9:34:46 AM

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**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

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**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

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**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	9/13/2022 9:34:03 AM
Certified Delivered	Security Checked	9/13/2022 9:34:12 AM
Signing Complete	Security Checked	9/13/2022 9:34:46 AM
Completed	Security Checked	9/13/2022 9:34:46 AM

**Payment Events**

**Status**

**Timestamps**