

**ADDENDUM TO NATURE COAST
LANDSCAPE MAINTENANCE AGREEMENT**

THIS ADDENDUM is entered into as of this _____ day of _____, 2022, by and between **KEY VISTA VILLAS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, hereinafter referred to as "Association" and **NATURECOAST LANDSCAPE SERVICES, LLC**, a Florida limited liability company, hereinafter referred to as "Contractor", who have entered into an Agreement for Lawn Maintenance of even date (hereinafter the "Agreement"), on lands legally described as follows:

Certain areas within **KEY VISTA VILLAS** Subdivision, which is formally described in Plat Book 39, at Page 102, Plat Book 40, at Page 121, Plat Book 44, at Page 125, and Plat Book 45, at Page 1, all of the Public Records of Pasco County, Florida, and which shall be agreed to by the parties by execution of a written sketch of the areas within the subdivision subject to this Agreement and which shall be attached hereto as Exhibit "A".

In consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration exchanged between the parties, it is agreed as follows:

1. Where terms are inconsistent between this Addendum and the referenced Agreement, the terms of this Addendum shall control.

2. Qualifications. Contractor represents and warrants that it is a Certified Operator, as defined in Chapter 482, Florida Statutes, maintaining a current pest control operator's certificate issued by the Department of Agriculture and Consumer Services. Prior to the commencement of any fertilizer, insecticide, herbicide or fungicide application under the Agreement, Contractor shall furnish Association with a copy of such pesticide applicator certificate. Contractor shall maintain such certificate during the term of this Agreement, and shall secure and maintain all appropriate federal, state, and municipal occupational licenses related to such service for the Association.

3. Term. Time is of the essence of this Contract. The work to be performed under this Contract shall commence on October 1, 2022; the initial contract term shall be for twenty four (24) months.

4. Contract Price and Payments. Association shall pay Contractor, in current funds, for the performance of the landscape maintenance services as described in the two page Landscape Maintenance Proposal, subject to additions and deductions by written Change Order agreed by the parties, the Contract price of (\$) per month (\$) annually). Payment shall be due within thirty (30) days of receipt of properly payable invoice from Contractor.

5. Palm Tree Pruning on Page Ten of the Landscape Proposal is clarified to provide that "master area" is defined as the clubhouse/pool area, i.e., the pruning of seven (7) palm trees around the clubhouse/pool area shall be completed twice per year.

6. Insurance. Paragraph 3.0, Insurance, of the Landscape Maintenance Agreement is amended to add the following language:

“Prior to the commencement of any work under the Agreement, Contractor shall furnish a duly executed Certificate of Insurance, showing Contractor is maintaining General Liability, Bodily Injury, and Property Damage insurance with minimum limits in such amounts as shall be required by the Association, and policy(ies) of worker’s compensation insurance covering its employees, and any sub-contractors. The certificate shall name the Association as an “additional insured” and show that said insurance will not be canceled without thirty (30) days prior notice to the Association. The minimum insurance coverage limits shall in no way be construed as a limitation of liability on behalf of Contractor, and Contractor shall maintain such coverages during the term of the Agreement.”

7. Termination. Paragraph 1.2, Cancellation, of the Landscape Maintenance Agreement, is amended to delete the first sentence (which allows thirty (30) days to “rectify all concerns), which is in conflict with the Thirty (30) day cancellation provision, and is further amended to add the following language:

“While the Agreement may be terminated by either party without cause by giving the other party thirty (30) days prior written notice of such termination, the Association may also sooner terminate for “Cause”. “Cause” as used in this Paragraph shall mean any action taken by Company or its employees which is a violation of State law, or is of such a nature that the health, safety, and welfare of the condominium's residents is jeopardized in any way. In such event, the Association may terminate the Agreement without prior notice, citing the reasons for immediate termination, and upon such notice, the Agreement shall be terminated. In the event of termination, the parties shall be relieved from all obligations under the Agreement except for payment for, or performance of, work performed prior to termination, and for work performed during any applicable thirty (30) day period following notice of termination. The Association shall not be responsible for damages for loss of anticipated profits for work not performed on account of termination under this paragraph.”

8. Indemnification. Subject only to the monetary limitations contained within this paragraph, to the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Association and its members, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, unless resulting from gross negligence or willful, wanton, or intentional misconduct of the indemnitee or its officers, directors, agents or employees. The parties hereto specifically agree that the indemnity provided in this Paragraph is

limited to the sum of One Million Dollars (\$1,000,000.00), which the parties agree bears a reasonable commercial relationship to the liabilities assumed under this Agreement.

9. Compliance with Law. Contractor shall be in compliance with all state and federal laws and must maintain OSHA standards. Contractor must be registered as an active entity with the State of Florida and must maintain all required state, county, or city licenses. Contractor shall also be solely responsible for compliance with all requirements of Section 556.101, Florida Statutes, known as Florida's Underground Facility Damage Protection and Safety Act (UFDPSA), and shall comply with same prior to any excavation activities associated with the work. Contractor shall be strictly liable for any damages occurring to any underground facilities, or to any surface area improvements, by reason of its failure to comply with such procedures.

10. Damages. Contractor agrees to repair all damage to properties caused by Contractor and Contractor's agents, and to make repairs in a reasonable amount of time.

11. Waste Disposal/Clean-Up. The Contractor shall cause no waste to the premises or adjoining property in the performance of this Agreement, and at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. Specifically included in this operation shall be Contractor's responsibility to keep blow all sidewalks and parking areas free of debris after each mowing and to remove dying or dead plant material from the premises when replaced. If after three (3) days' notice by the Association's representative to the Contractor's representative at the site of the work that the Contractor has not diligently proceeded with the clean-up as outlined in this paragraph, then the Association has the right to proceed with the clean-up at the Contractor's cost and expense.

12. Meetings. The Contractor shall be available to meet with the Association's representative at various times throughout the term of this Agreement to ensure that the Contractor's services are consistent with the Association's desires and the Agreement specifications. The Contractor shall supervise and direct the work, using its best skill and attention, and it shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Agreement. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the task assigned. The Contractor shall be responsible for reasonable protection to prevent damage, injury, or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site and adjacent thereto. It shall have all notices and comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority including but not limited to OSHA, bearing on the safety of persons and property and their protection from damage, injury, or loss. Further, it is the sole responsibility of the Contractor to secure, safeguard, and protect its material and operation from damage or theft.

13. Assignment. The Contractor shall not let, assign, or transfer this Agreement or any part thereof, or any interest therein, without the written consent of the Association, which consent may be withheld in the Association's sole and absolute discretion.

14. Venue and Attorneys' Fees and Costs. In any dispute arising under this Agreement, including an interpretation of its terms, venue for such proceeding shall lie in Pasco County, Florida. The prevailing party in such proceedings shall be entitled to recover its attorneys' fees and costs from the non-prevailing party, including fees and costs of any appeal. The parties shall attempt to mediate any disputes arising under the Agreement prior to instituting formal legal proceedings.

15. Notice. Notices to the parties as provided herein shall be by certified mail to the following addresses, and deemed effective upon delivery or tender for delivery:

As to Contractor:

NatureCoast Landscape Services, LLC
5359 State Road 54
New Port Richey, Florida 34652

As to Association:

Key Vista Villas Homeowners
Association, Inc.
c/o Beth King, CAM
Resource Property Management, Inc.
28100 U.S. Highway 19 North, Suite 200
Clearwater, Florida 33761

With a copy to:

Bennett L. Rabin, Esquire
Rabin Parker Gurley, P.A.
28059 U.S. Highway 19 North, Suite 301
Clearwater, Florida 33761

THIS ADDENDUM, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

**KEY VISTA VILLAS HOMEOWNERS
ASSOCIATION, INC.**

**NATURECOAST LANDSCAPE
SERVICES, LLC**

By: Gail McCoy

By: [Signature]

Gail McCoy, Vice President

[Signature]

Print Name and Title

Print Name and Title

Pesticide License No.: JB313708