

SERVICE AGREEMENT



Terra Garden Solutions
2338 Immokalee Rd, Suite# 237
Naples, FL 34110
(239) 529-6305 | office@terragardensolutions.com
License #: JB267652

Company Information

Calais At Pelican Bay

calais@swpropmgt.com

(239) 784-9680 ,

7064 Pelican Bay Blvd

Naples FL 34108

Job Information

Address: 7064 Pelican Bay Blvd Naples FL 34108

Subdivision: Calais At Pelican Bay

Job Contact:

Annual Cost: See notes below

Monthly Cost: See notes below

Services Chosen

- ☒ Lawn & Ornamental (up to 9 services annually)
- ☐ Lawn Only
- ☐ Plants Only (up to 6 services annually)
- ☐ Trees Only (up to 4 services annually)
- ☐ Ant Control (1 service annually)
- ☐ Whitefly Treatment (2 services annually - Oct. & Mar)
- ☐ Pre-Emergent (2 services annually - Oct. & Mar)
- ☐ Interior & Perimeter Pest Control (up to 5 services annually)

Special Notes

Monthly Price: \$320
Annual Price: \$3,840
8 buildings total, \$40/building

This is a service document outlining each parties responsibilities, services to be provided, and costs for services. A 30-Day notice is required for cancellation.

Company Responsibilities : The lawn and plants will be inspected up to nine (9) times annually. Lawn fertilizer will be applied three times a year using a high quality organic custom blend. All blends have micronutrients using sulfates, sucrates, or oxides. All liquid blends use sulfates for nutrients and micronutrients. A complete turf systemic insecticide will be applied in the spring to control chinch bugs, billbugs, and grubs. **If a severe infestation of grubs is present, a special service for grubs, treatment will be necessary at an extra charge.** On all other service visits, lawn pest control will be applied as needed to control target insects. If an insect infestation is not present, we will use modern integrated pest management methodology to maintain healthy turf. Liquid applications will always be augmented with nitrogen, an iron source, and/or a potassium source. **LAWN:** Weed control is performed on a spot treat basis to control nuisance turf weeds. Certain special weed control treatments, such as nutsedge weed control, are not routine but can be treated as a special service for an extra charge. Lawn fungus control is performed on a spot treat basis as needed. Low grade fungus, known as gray leaf spot, will not be treated as it is not necessary to treat it. Take All Root Rot fungus disease is not covered, Bahia Grass Not Included **PLANTS, SHRUBS, AND PALMS:** Fertilizer will be applied two (2) times a year using the current Environmental Protection Agency (EPA) legally allowed chemical products. Some insects (such as whitefly and pink hibiscus mealybug scale) have built in immunities to current legally allowed products and controlling them is becoming more difficult. Plant fungus control is applied as needed on a spot treat basis. **Weed control is not done in plant bedding areas.**

Customer Responsibilities : Mow the lawn at a height appropriate for turf variety using sharp mower blades. Inspect the irrigation system, particularly the heads and timer, to ensure proper system operation. Water the lawn and shrubs appropriately, usually once per week during the growing season (in accordance with water restrictions or other directions), applying about one (1) inch of water per application, including any received rain. Prune shrubs as needed with pruning shears that have sharp blades. Inspect lawn and shrubs weekly and notify us promptly if any problems are observed. If you use a lawn maintenance service, encourage them to contact us if any problems are observed during the course of their service visits; the more eyes on the property the better. Disclaimers: We are not responsible for damages or any disease-causing agents, which may affect the lawn or ornamental plantings due to improper care by the customer or agents (such as lawn maintenance, landscaping or irrigation services), or environmental conditions (for example: hurricanes, earthquakes, tornados, storms, drought, wind, floods). Improper mowing, pruning or irrigation practices can and do cause turf fungus and disease. For example, over watering will cause excessive weed growth. Weeds that are covered in the contract will pertain to broadleaf weeds only; such as clover, dollar weed, oxalis, spurge, etc. Weed control is done only at appropriate times of the year based upon the herbicide manufacturers instructions. For example, when temperatures climb above 85 degrees, only spot treatment of weeds is possible. Nutsedge can be controlled with proper irrigation management. Insects covered under contract : Chinch bugs, mole crickets, sod webworms, and cut/army worms, existing ant mounds, scale, aphids and mealybugs. We treat fire ant mounds only. A special service for whole yard treatment and prevention of fire ants is available at an extra charge. Carpet grass & Crabgrass : Are professionally untreatable due to the removal of the only product on the market for these conditions (Asulox) by the Federal Government in 2000 due to ecology concerns. Palm Trees : Palm inoculations are done as a preventative only. There is no guarantee the palm(s) will not contract TPPD, Ganoderma, Bores, Whitefly, or any other palm susceptible diseases

Terms and Conditions: The Company agrees to provide exterior pest control and fertilization services. Customer agrees to make the property available for monthly service visits and to accept such service. Customer agrees to notify Company prior to initial servicing of any occupant who is chemically sensitive. Customer agrees to provide access to property and will have plants and trees free of fallen leaves and/or debris to help in the improvement of soil absorption of material. **The customer further agrees to provide proper watering and maintenance, and to call Company for additional inspections or service, as the Company is not responsible for loss of sod.** There are no warranties,

express or implied, other than those contained herein, and Company neither assumes no authorizes any person to assume for it any other liability in connection with the sale, use or application of its materials and services, whether used singularly or in combination with other materials or services and that no verbal commitments exist between the parties, this written agreement constitutes all agreements by and between the parties hereto. The Customer and the Company agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this agreement shall be settled exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits. This contract shall be effective for 12 (twelve) months and shall renew itself annually. Quarterly billing is provided for your convenience at the beginning of the servicing quarter and payment is expected within thirty days from invoice date. 30 Day notice is required for Cancellations. Partial quarter billing is not available. Failure to pay in timely fashion may result in your account being turned over to our collections attorney. Pursuant to the collection of any monies outstanding, the customer will be additionally responsible for any incurred attorneys’ fees and costs, whether suit be brought or not against the corporation, partnership or sole proprietorship.

I acknowledge that I fully understand the extent of this agreement, that I have read the agreement that I have had an adequate opportunity to ask questions.

You, the customer, may cancel this transaction anytime prior to midnight of the third business day after the date of this transaction by giving written notice of cancellation to Terra Garden Solutions. If for any reason, at any time, the contract is cancelled before its completion, and the initial service has been performed, customer agrees to pay the full initial service charge. Upon completion of this agreement treatments will continue at the same frequency until cancelled by the customer.

Billing Info	Payment Information
Rich Meyer 7064 Pelican Bay Blvd Naples, FL 34108	Rich Meyer
This agreement is for an initial period of 12 month(s).	<i>I authorize Terra Garden Solutions to automatically bill my debit/credit card upon completion of each service.</i>

I have read and agree to the terms and conditions of this agreement including any additional terms and disclosures listed above. I confirm that my email address is entered correctly and agree to receive my agreement, additional disclosures, and future account notifications electronically.

Customer Initials: RM



Customer signed on: Tuesday, 10/14/2025