

Irrigation Contract Villas of Lake Destiny Maitland, FL **Year: April 2005**

This Agreement is between the Villas of Lake Destiny Homeowners Association, Inc. "VOLDHA", and the irrigation contractor "Contractor" designated and signing below. The Agreement becomes effective only after it has been executed by a Director of the Association authorized by the Board of Directors of VOLDHA and signed by a representative from the Contractor.

This Agreement covers the irrigation system as defined below that is installed throughout the Villas of Lake Destiny property. The irrigation system includes all irrigation timers, pipes, motors/pumps, watering devices (Heads), etc that are involved in watering the landscaping. The irrigation system as defined includes the components located within the gated entry courtyards of each of the 47 residential units included in VOLDHA.

Contractor's Responsibilities

1. On a bi-weekly basis, Contractor will test the entire irrigation system of VOLDHA. Contractor agrees that these bi-weekly inspection and maintenance visits will require a minimum of 90 minutes on site. The 90 minute visit allotment of time doesn't carry over from one visit to the next or from month to month. Inspections and routine maintenance to include:
 - a. Inspect and test function of the 5 timers controlling the irrigation system
 - b. Activate and inspect the operation of each irrigation zone
 - c. Insure the correct sprinkler head type, brand, and spray size is in place for the particular location
 - d. Insure each sprinkler is in good working order, not damaged, and adjusted properly and not clogged by dirt or debris.
 - e. Provide note to designated contact person of VOLDHA of any sprinkler locations where spray is blocked by overgrown shrubbery
 - f. While performing scheduled maintenance and walking the property, the contractor will pickup any light weight debris such as cups, bottles, plastic wrappers, etc...found in the common areas.
 - g. If the contractor completes the visit's maintenance and has time remaining for the scheduled visit, the contractor will use this time to sweep the inside of the dumpster enclosures and the areas directly in front of the (2) dumpsters free of any leave or other debris.
2. Repair authorization – Contractor is authorized to perform repairs as defined below during each of the bi-weekly inspection and maintenance visits:
 - a. Replacement of sprinkler heads with new heads that will better irrigate the specific area
 - b. Repair or replace broken pipes, timers, valves, etc.
 - c. Non-functioning, damaged or broken components that are replaced will be returned to the designated contact of VOLDHA
 - d. Replacements and repairs will be documented to identify the problem, location/unit number where maintenance was needed, and what repairs were made
 - e. Contractor will adjust the water flow as requested by the landscaper and program system operation in compliance with any local, state, or regional watering restrictions

3. In the event the irrigation system requires repairs with labor or supply costs exceeding \$75, such repairs must be authorized by VOLDHA before Contractor undertakes such repairs
 - a. While Contractor is awaiting authorization for repairs, the affected section(s) of the irrigation system will be shut down by Contractor

Direction to Contractor

The VOLDHA has designated the primary contact for Contractor below. This designated contact may be changed from time to time in writing by the VOLDHA. If the designated contact is not available, Contractor will seek direction for the Property Management company designated by VOLDHA.

From time to time, unit owners may notify Contractor (while on site) of problems they have observed. This may be helpful to Contractor, however, no unit owner is authorized to give direction to Contractor, and Contractor is required to only take direction for replacement and repairs as specified in this Agreement. VOLDHA will not be responsible for any work undertaken by Contractor at the direction of a unit owner or resident.

Notification of Underground Utilities at VOLDHA site

Contractor hereby agrees that notice has been provided that other pipes, cables, utilities, electrical power cables, etc are buried within the VOLDHA site. Any damage to these facilities caused by Contractor is the sole responsibility of the Contractor and Contractor's insurance carrier. When digging, normal and customary pre-cautions should be excised to avoid bodily injury and/or damage to any such utilities. In the unlikely event of damage, safely secure any area(s) that are damaged and immediately report the incident the designated contact and the VOLDHA property management company.

Contractor's Fees

1. Contractor shall be paid \$180 per month for the services specified herein.
2. If a significant repair requires special site visits, or significant extra time on site, Contractor shall be paid \$35 per hour for this time. All extra time services must be authorized by the VOLDHA designated contact.
3. VOLDHA agrees to pay the \$50.00 application fee for the Workman's Compensation Waiver that was required and submitted by the Contractor
4. VOLDHA agrees to reimburse the Contractor a one time fee of \$200.00 for the costs the contractor incurred in meeting the VOLDHA minimum requirements for this contract. This fee to be put towards corporation costs as defined by the Contractor.
5. VOLDHA agrees to reimburse Contractor the purchase cost of all supplies for repair and replacement of irrigation components as specified above. Reimbursement will be made upon submittal of original receipts for purchase of such supplies and replacement parts. VOLDHA also can elect to purchase the parts outright and have them available.

Additional Services

This Agreement applies only to the services specified herein. From time to time, VOLDHA may request bids or pricing from Contractor for additional services. Neither VOLDHA nor Contractor is required by this Agreement to do business with the other party for additional services.

Term

This Agreement becomes effective when executed by authorized persons of both parties. It shall continue until terminated by either party with 30 days written notice to the other party.

Signature of Contractor Representative: _____ Date

Signature of (VOLDHA) Association: _____ Date

Title: _____

Signature of (VOLDHA) Association: _____ Date

Title: _____