



Reef Landscaping LLC  
100 N Krome Ave.  
Florida City, FL 33034

Proposal #106094  
From: Max

Proposal For

\*Azel, Evelyn  
6636 Riviera Dr  
Coral Gables, FL 33146    mobile: 3054964887

Location

6636 Riviera Dr  
Coral Gables, FL 33146

6636 Riviera Dr [TREES]

ITEM DESCRIPTION	QUANTITY	AMOUNT
Tree Trimming Service: - Trimming not to exceed 25% of overall canopy for Oak Tree located to the rear left side of the property.	1	\$ 1,080.00
Haul away debris		

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

DEPOSIT AMOUNT (10.0%)	\$ 108.00
TOTAL	\$ 1,080.00

Signature

x Juan Azel                      Date: 02/10/2025  
Please sign here to accept the terms and conditions

Photos





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100 N Krome Ave.  
Florida City, FL 33034

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*Tree Trimming Service:*



## CONTRACT TERMS

The customer shall advise REEF LANDSCAPING of the location of all underground utilities, electric service, water service, gas and plumbing, (septic systems), and REEF LANDSCAPING is not responsible for any damages that occur resulting from the customers failure to so advise.

Provision of services is dependent upon availability of materials required, and work on this project shall be completed within a reasonable period, subject to delays caused by inclement weather, availability of materials, or by sub-contractors if any, (lighting, trucking, augering, pavers, pools, cranes, etc.).

REEF LANDSCAPING agrees to provide Grade #1 or better plant material as per FNGLA and ISA nursery stock grades and standards.

REEF LANDSCAPING will provide (1) year warranty on palm and hardwood trees, and (6) month warranty on shrubs and groundcover. REEF LANDSCAPING will not be held liable for any damage to newly installed plant material caused by factors beyond our control, (vandalism, flooding, hurricanes/tropical storms, fire, disease, insect infestation and iguana damage, failure to provide adequate water, etc.)

REEF LANDSCAPING will not provide warranty to any newly installed plant material without a professional irrigation system supplying water to the landscape area.

If irrigation is included in above proposal scope of services, REEF LANDSCAPING agrees to provide customer with top quality irrigation components and materials as per Florida Irrigation Contractor License Standards, and will provide a warranty for (1) year on all faulty equipment. This warranty excludes acts of god, vandalism, and failure to provide adequate water supply from meter to system. Any alterations performed on system after installation by REEF LANDSCAPING shall void warranty.

Any Owner-requested revisions or additions of materials not included in signed contract, made during or after installation, will be at the owners expense.

Any changes to landscape plan made by customer, after plants/materials have been delivered to site, will be at the expense of the customer. Any additional and/or (change order) work requested by customer will be billed in addition at a time/materials rate.

The customer in accepting this proposal for services agrees to make 50% payment due upon contract acceptance, and final 50% payment due upon completion of work performed, and further acknowledges that the customers owns the subject property, or is authorized to enter this contract, and bind landowner if different. Nonpayment may result in the filing of a lien against the property pursuant to F.S. 713. If other project experiences delays due to General Contractors and/or trade contractors, or materials preventing REEF LANDSCAPING from completing proposed work, it is agreed that REEF LANDSCAPING reserves the right to request additional draw up to amount of work completed after initial deposit. Past due payments shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse REEF LANDSCAPING for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by REEF LANDSCAPING.

## **Services**

**(a)** For purposes of this Agreement: (i) the “Services” consist of the landscape maintenance, construction, irrigation, and other general landscape services described in the “Scope of Landscape Services” attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the “Landscape Site(s)” consists of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by Gautier Tree & Landscape in accordance with Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.

**(b)** During the Term (defined below), Reef Landscaping LLC shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticultural standards and any local or state requirements in effect using appropriately trained, company uniformed, and supervised personnel, and properly serviced equipment.

**(c)** All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.

**(d)** Any regulated substances/chemicals required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer’s directions.

## **Terms**

This agreement shall take effect upon signing of the contract. The “Term” of this agreement shall be (12) months from initial start date of services. This Agreement will automatically renew on Anniversary Date unless the Client notifies Reef Landscaping LLC of cancellation with 30-day written notice to the notice method hereunder.

## **Work Orders**

If Client requests services from Reef Landscaping LLC that are not set forth on the scope of the Annual Landscape Services Agreement, then Reef Landscaping LLC may elect in its sole discretion to provide such additional services, and any related goods and materials pursuant to a written work order authorization signed by client. For services, goods, or materials furnished pursuant to a written work order, payment shall be due from client to Reef Landscaping LLC as specified by such work order or, if unspecified in such work order, then upon delivery of the services, goods, and materials identified in the work order.

## **Insurance**

During the term of this agreement Reef Landscaping LLC will maintain general liability insurance, automobile liability insurance, and worker’s compensation insurance covering its activities in connection with the Annual Landscape Services Agreement and any Work Order. Client will not be held responsible for any personal injury or damage caused by direct actions of Reef Landscaping LLC and its employees; however, Client is fully responsible for any damage or injury caused directly or indirectly through their own actions and the actions of their employees, agents, or guests.

## **Cooperation**

**(a)** Client will cooperate with Reef Landscaping LLC to facilitate the Services and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services, safely and efficiently, and within specified reasonable timeframes. Client will notify Reef Landscaping LLC in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours (about 2 days) prior to any scheduled delivery of services, goods, or materials.

**(b)** If required, Client will provide adequate water from hose spigots or hydrants, or other such items as identified within the scope of the Annual Landscape Services Agreement.

**(c) Client** shall provide written notice to Reef Landscaping LLC of any proposed change in the ownership or management of the landscape site(s) at least 30 days prior to the effective date of any such change. A change in ownership or management of the landscape site(s) shall not relieve client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to Reef Landscaping LLC with respect to any such Work Order, unless Client shall have given proper notice of termination pursuant to this agreement.

### **Service Fee**

**(a) For** Services performed pursuant to this Agreement, client shall pay Reef Landscaping LLC the annual service fee as outlined in this estimate document, (The "Service Fee"), is subject to annual adjustments as described below.

**(b)** Client shall pay the Service Fee to Reef Landscaping LLC in advance through equal monthly installments billed at the beginning or end of each month. Monthly invoices will be dated the 1st or Last date of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse Reef Landscaping LLC for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Reef Landscaping LLC in collecting overdue Service Fees, Work Orders Charges, and administrative charges.

**(c)** The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached hereto, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural management practices. The monthly installment plan, Billing Information, and Schedule are implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than the Anniversary Date, then all sums paid by client to Reef Landscaping LLC for services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by Reef Landscaping LLC) of services performed since that date and, if the result is a positive number (a "shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall within 30 days to Reef Landscaping LLC. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.

**(d)** Client must provide at least 10 days' prior written notice to Reef Landscaping LLC 100 N KROME AVE, Florida City, FL 33034 if: (ii) Service Fees required to be paid pursuant to this section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fees, less than the amount invoiced by Reef Landscaping LLC.

### **Termination**

**(a) Either** Reef Landscaping LLC or Client may terminate this Agreement without cause upon 30 days written notice to other party.

**(b)** If either party materially breaches the terms of this Agreement and fails to cure breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate the Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then Reef Landscaping LLC may elect, in its

sole discretion, to (i) delay or cancel Services, without further notice to Client, and/or (ii) immediately terminate this Agreement upon written notice to Client.

**(c)** Either Reef Landscaping LLC or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

### **General Provisions**

**(a) Reef Landscaping LLC** will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. Reef Landscaping LLC will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on Reef Landscaping LLC to provide such safety-related services at any time. Further, Reef Landscaping LLC does not and will not at any time provide representations, warranties, or assurances to the safety (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order Services are performed, and, consequently, Client shall not rely on Reef Landscaping LLC to provide any such assurances, at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, the Reef Landscaping LLC will assist Client for an additional fee in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

**(b)** This Agreement shall be governed by the law of the state where Services will be furnished. If the Services will be furnished in more than one state, then the law of State of Florida will govern this Agreement, except with regard to its conflicts of law doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located in the State of Florida.

**(c)** Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Reef Landscaping LLC or in connection with an assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and insures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors, and assigns.

**(e)** Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by both Client and Reef Landscaping LLC.

**(f)** The waiver by Client or Reef Landscaping LLC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach by Client or Reef Landscaping LLC of such provision or any other provision.

**(g)** Reef Landscaping LLC's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of Reef Landscaping LLC in connection with, or related to, Reef Landscaping LLC's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to Reef Landscaping LLC hereunder. In no event will Reef Landscaping LLC be liable for special indirect, incidental, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether the possibility of such damages has been disclosed to Reef Landscaping LLC in advance or could have been reasonably foreseen by Reef Landscaping LLC. Further, Reef Landscaping LLC shall not be liable for any losses resulting from the provision of Services or performance of any Work Order hereunder, if such losses are due to causes or conditions beyond its reasonable control, including but

not limited to Losses in any way related to or associated with state or local water regulations or mandates or Reef Landscaping LLC's compliance or good faith efforts to comply with state or local water regulations mandates.

**(h)** Reef Landscaping LLC's performance will be excused to the extent Reef Landscaping LLC is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of Reef Landscaping LLC. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that Reef Landscaping LLC shall not be held liable for any failure to perform as a direct or indirect result of Reef Landscaping LLC's compliance with or good faith efforts to comply with state or local water regulations or mandates.

Reef Landscaping LLC and Client agree to all the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.