



386.437.6211 tel
386.437.5143 fax

3235 North State Street
PO Box 849
Bunnell, FL 32110

www.yellowstonelandscape.com

May 7, 2024

Re: Yellowstone Landscape
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC

To whom this may concern:

I, Chris Adornetti, a Secretary and Officer of Yellowstone Landscape, authorize Damien Boutiette to negotiate and sign on our firm's behalf on all services and agreements related to Avenir Community Development District .

Please let me know if you have any further questions or need any further information.

Sincerely,

Chris Adornetti
Senior Vice President of Accounting/Officer

SECTION 40-1
FORM OF PROPOSAL

40.0 PROPOSAL

TO: Jason Pierman
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410

DATE: 5/16/24

Dear Mr. Pierman:

The undersigned, as Bidder, hereby declares that he is acquainted with the site of the construction as shown on the plans and has fully acquainted himself with the work to be done; that he has thoroughly examined the specifications and all contract documents pertaining thereto; and has read any and/or all addenda issued prior to the opening of the bids.

The bidder proposes and agrees, if this proposal is accepted, to furnish all necessary materials, tools, construction equipment, transportation, and labor to complete the construction as shown, detailed, and described in the specifications and on the drawings.

It is understood by the Bidder that no additional compensation shall be allowed for extra work unless authorized in writing by the Owner.

The Bidder agrees that, if awarded the Contract, he will sign the Contract Documents within fifteen (15) calendar days of the award of the bid, that he will commence the work on the date stated in the notice to proceed, and that he will complete the work within 1 calendar days, thereafter. *Oct 1st start.*

Damir Baulin
Damir Baulin
5/16/24

Scrutinized Company Certification

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME:

Yellowstone Landscape - Southeast, LLC

SIGNATURE and DATE:

~~Damien Bouticelle~~ 5/16/24

NAME AND TITLE:

Damien Bouticelle Business Development
manager Palm Beach
County

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Yellowstone Landscape - Southeast, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 849	Requester's name and address (optional)
	6 City, state, and ZIP code Bunnell, FL 32110	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	0		-	2	9	9	3	5 0 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Robert Corke</i>	Date ▶ <i>12/27/23</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SECTION 40-1
FORM OF PROPOSAL

The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. 24-00065084 issued by City of Lake Worth Beach, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: Yellowstone Landscape-Southeast LLC
ADDRESS: 2269 2nd Ave N Lake Worth Beach, FL 33461
BY: Damien Boutiette
TITLE: Business Development Manager - Palm Beach County



Business License Division
1900 2nd Avenue North
Lake Worth Beach, Florida 33461

City of Lake Worth Beach Business License 2023 – 2024

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
2269 2ND AVE N
LAKE WORTH BEACH FL 33461

Dear Business Owner,

Your participation in the continued growth & vitality of the City of Lake Worth Beach is appreciated. In accordance with Section 14-12, the document below must be posted in a conspicuous place on the premises of your business. Business license is valid only with approved inspection. If assistance is required, please contact the Department for Community Sustainability/Business License Division by telephone at (561) 586-1647 or visit the City of Lake Worth Beach's website at www.lakeworthbeachfl.gov. Per City Ordinance number 2022-07, adopted 04-19-2022, a 60-day notice to residential tenants is required prior to a rent increase.

Thank you.

↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Lake Worth Beach Business License 2023 – 2024

NON TRANSFERABLE

BUSINESS NUMBER: 0030021
BUSINESS NAME: YELLOWSTONE LANDSCAPE SOUTHEAST LLC
BUSINESS ADDRESS: 2269 2ND AVE N, LAKE WORTH BEACH FL 33461

LICENSE NUMBER	CLASSIFICATION	DESCRIPTION
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24-00065084	40.02B	LAWN MAINTENANCE (BTR) COMMERCIAL LANDSCAPE - 3064 SQ FT
24-00065088	UC	USE & OCCUPANCY COMMERCIAL/INDUSTRIAL

EXPIRES
SEPTEMBER 30th

2024

City of Lake Worth Beach Business License Division

1900 2nd Avenue North • Lake Worth Beach, Florida 33461

Business license is valid only with approved inspection.



SECTION 40-1
FORM OF PROPOSAL

BIDDER TO PROVIDE QUOTATION FORMS WITH QUANTITIES AND UNIT PRICES

LAWN SERVICE/ FERTILIZATION AND SPRAY SERVICES/ IRRIGATION SERVICES

Item No.	Description	A. Lawn Service	B. Fertilization and Spray Services	C. Irrigation Services
		Yearly Amount	Yearly Amount	Yearly Amount
1	Avenir Drive Clubhouse Landscape Maintenance	\$54,359.28	\$14,513.12	
2	Avenir Clubhouse Irrigation Maintenance			\$2,204.80
SUB-TOTAL =		\$54,359.28	\$14,513.12	\$2,204.80
GRAND TOTAL =				\$71,077.20

OPTIONAL SERVICES:

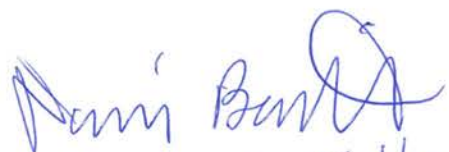
Item No.	Description	Mulching	Replacing Seasonal Annuals	Tree Trimming
		Yearly Amount	Yearly Amount	Yearly Amount
1	Avenir Clubhouse	\$16,952.51	\$2,446.84	\$10,515.00
SUB-TOTAL =		\$16,952.51	\$2,446.84	\$10,515.00
GRAND TOTAL =				\$29,914.35

Dani Benoit
Damin Boutelle
5/16/24

OTHER SERVICES:

<i>Item No.</i>	<i>Description</i>	<i>Occurrence</i>	<i>Tree Trimming</i>
LABOR INFORMATION			
1	# of Crew Members Weekly During Growing Season		# 4
2	# of Crew Members Weekly During non-growing season		# 4
3	# of Crew Irrigation Maintenance		# 1
4	Irrigation Tech Labor Rate	As Needed/Requested	\$/hr 78.24
SOD / SEE REPLACEMENT			
1	Bermuda (s.f.)	As Needed/Requested	\$/sf .714
2	St. Augustine (s.f.)	As Needed/Requested	\$/sf .572
3	Bahia (s.f.)	As Needed/Requested	\$/sf .534
4	Dead Sod Removal (Hourly rate)	As Needed/Requested	\$/hr 57.50
5	Sod Installation (hourly rate)	As Needed/Requested	\$/hr 57.50

The above listed items include all the scope of services listed above. Bidder to modify sample bid form provided to add any additional information, services and costs required to properly provide the services.


Damien Boukette
5/16/24

SECTION 40-2
SUBCONTRACTOR FORM

Bidder shall set forth below:

- a. Name and the location of the place of business.
- b. Florida contractor license number.
- c. Portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price.

No additional time shall be granted to provide the below requested information. If no subcontractor is specified for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	Contractor License Number
Mulch	Advanced Mulch	PO Box 32943 Palm Beach Gardens, FL 33420	LBTR 200117116

BIDDER: Yellowstone Landscape - Southeast, LLC
ADDRESS: 3235 North State Street PO Box 849 Bunnell, FL 32110
BY: Damien Boutiette
TITLE: Business Development Manager Palm Beach County



YELLOWSTONE

LANDSCAPE

Excellence

IN COMMERCIAL LANDSCAPING

Landscape Maintenance Services Proposal
prepared for

AVENIR CDD CLUBHOUSE

District Manager
Avenir CDD

12255 Avenir Drive Palm Beach
Gardens, FL 33412

AVENIR
COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman
District Manager

Avenir CDD

2501A Burns Rd Lake Worth, FL 33467

Re: Landscape Maintenance Services Proposal for **Avenir CDD Clubhouse**.

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Avenir CDD Clubhouse**. **With the success we have at a couple of the Valencias- (including Valencia Cove and Valencia Falls, we know how to succeed with elite landscaping and high end HOA's.**

Here are some added details for your community on what you can expect from partnering with Yellowstone Landscape; Our technology is top of the line and state of the art in our industry. For example, our work order system (page 19) would be ideal to use at Avenir CDD Common Areas and Clubhouse combined. This would allow management to contact and communicate with Yellowstone directly for help or issues etc. and allow management to track. This is a big advantage in efficiency as well in order to organize and have a system in place for larger communities with many residents.

We also have the personnel and the portfolio currently to give full attention to Avenir CDD Clubhouse as a new property. Our brand itself, is the largest private landscaping company in the U.S., however, our particular branch is small and only around \$6Million/year as we have spaced out our growth gradually. This gives our management team ample opportunity to meet and conduct proper supervision at Avenir CDD Clubhouse, along with our unlimited resources should we need due to our brand. For example, we can also bring additional help for hurricanes should we get a major storm, we can pull help from other offices in the area- Port St. Lucie or Fort Lauderdale or from Tampa, Naples, Orlando etc.. We also have an inhouse design service that comes with our service. We can provide renderings before any decisions are made using state of the art software, we have listed examples below in this document of before and after shots. Our employees also are the highest paid workers in the area, with the **front line bonus program**, they can earn an extra \$2500/year bonus if they practice good safety and attendance throughout the year. No one else is giving a bonus structure like this in our industry! This is why people are always knocking at our door to come work for the best landscaping company in the industry.

These are **unique** advantages we have in a partnership with Avenir CDD Clubhouse and also come with excellent references! Let us know how we can move forward together for a long term partnership and healthy looking landscape. _

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Damien Boutiette,
Yellowstone Landscape-612-819-2135
dboutiette@yellowstonelandscape.com

OUR STARTUP PLAN-THE FIELDS

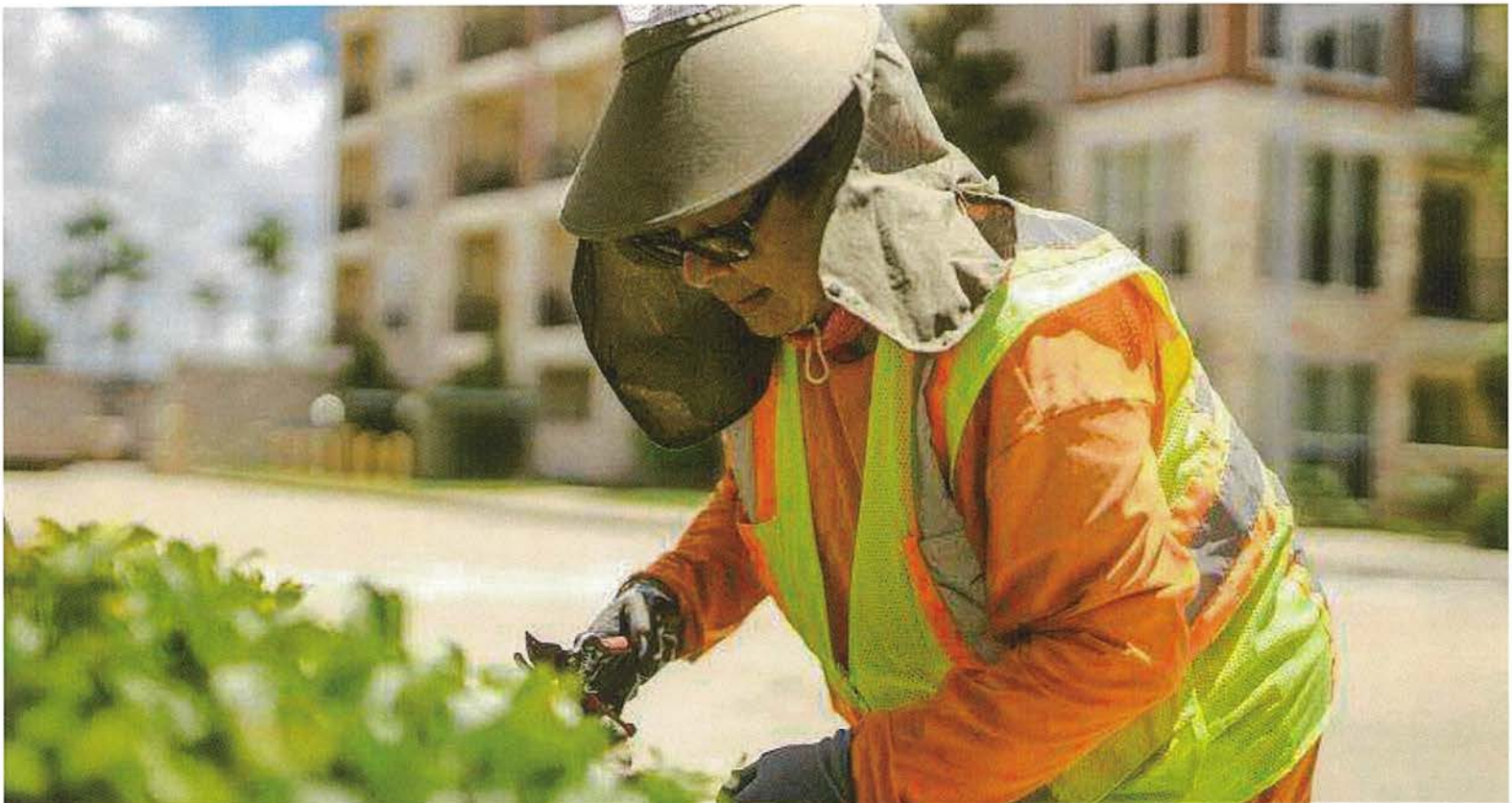
This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days of service, as a way for you to measure our team's performance.**

FIRST 30 DAYS

- ☐ Meet with CDD to review 30 – 60 – 90 Day Plan
- ☐ Discuss with CDD our "Approach to Services" and "Service Map"
- ☐ Complete irrigation audits of the entire system
- ☐ Present irrigation deficiencies with plan for corrections
- ☐ Begin maintenance – mowing, blowing and edging-leaf removal
- ☐ Discuss options for turf areas beyond reclamation
- ☐ Begin weed control in planting beds
- ☐ Begin bed separation trimming in all planting beds
- ☐ Discuss removing severely declining plant material
- ☐ Identify missing and dead shrub material throughout property
- ☐ Determine IPM program on turf, schedule growth of turf and fertilize prior to applying any turf weed control
- ☐ Walk Property with CDD officials to identify other areas of concern

DAYS 30-60

- ☐ Walk property with CDD to evaluate improvements
- ☐ Evaluate our "Approach to Services" and make any necessary adjustments
- ☐ Perform first turf fertilizer application depending on start date/month etc.
- ☐ Continue irrigation maintenance and inspections
- ☐ Continue routine maintenance – mowing, blowing and edging-leaf removal
- ☐ Continue bed separation in all planting beds
- ☐ Continue weed control applications throughout property
- ☐ Monitor and treat insect and disease problems in plant material throughout property
- ☐ Discuss options to improve "curb appeal" in high profile areas



DAYS 60-90

- ☐ Walk property with CDD to evaluate improvements
- ☐ Assess results from actions taken in 30 day and 60 day plans
- ☐ Continue irrigation maintenance/inspections
- ☐ Continue turf weed applications as needed
- ☐ Continue weed control applications throughout property
- ☐ Monitor and treat insect and disease problems in plant material throughout property
- ☐ Continue routine maintenance – mowing, blowing and edging-leaf removal



YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:

Paul Crowe

Branch Manager

Paul leads our Lake Worth Branch as if it were his own business. He started with Yellowstone in 2021 with over 20 years experience in landscaping. Detail and client orientated, Paul has leadership skills to manage both Customer Services and Budgets within landscape services. Responsible for management operations and personnel within our branch. His primary responsibilities are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services.

Damien Boutiette

Business Development Manager

Damien has over 13 years of Estimating and Account Management in Landscaping. He has traveled all over South Florida and even to the west coast around Naples and Ft. Myers areas for landscaping opportunities. An avid student of plants and trees, Damien has design knowledge as well and has many properties with plants and trees that he installed over the years. With a high level of detail and problem solving, he is a great solution provider for Yellowstone Landscape.

Matthew Feliciano

Irrigation Manager

Matthew has over 15 years of Irrigation Management experience. He is proficient in planning, managing, mapping zones, troubleshooting and install. He manages all irrigation techs, troubleshoots all irrigation issues, and can provide long-term improvement plans. Matthew is very organized and understands all aspects of irrigation management.

Victoria Vazquez

Office Manager

Victoria is responsible for managing the business operations of the branch. Her primary responsibilities include onboarding of new employees, directing customer calls to the appropriate manager and working with our billing department to assist in services delivered.

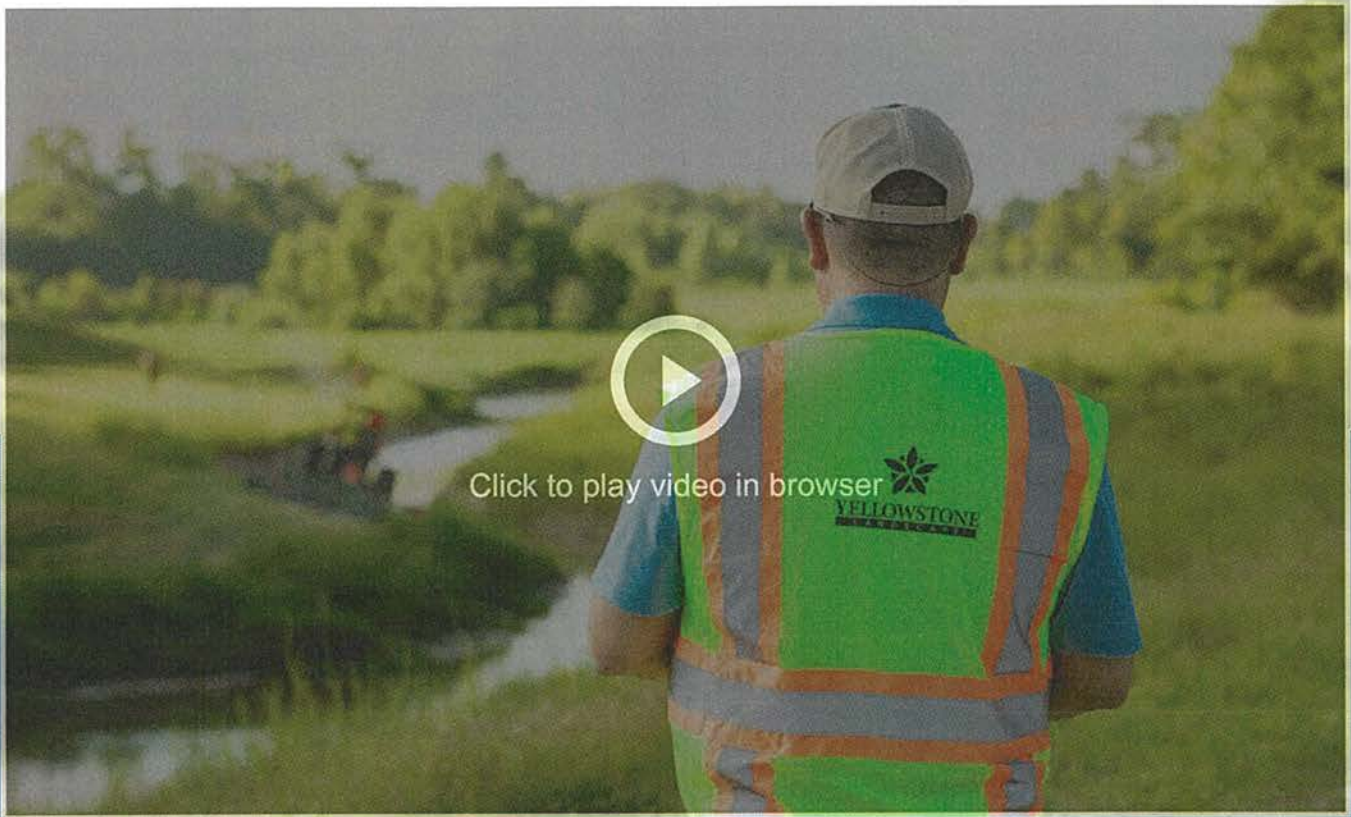
Sueanna Nelson

Landscape Designer

Sueanna runs our design department for the South Florida. Since her start with Yellowstone Landscape in 2009, Sueanna has created hundreds of beautiful designs for clients. She works closely with clients to understand the needs and provides realistic design and planners. All Designers are specially trained as creative professional for renderings. Very knowledgeable of both aesthetic design principles and the local plant palette.

ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

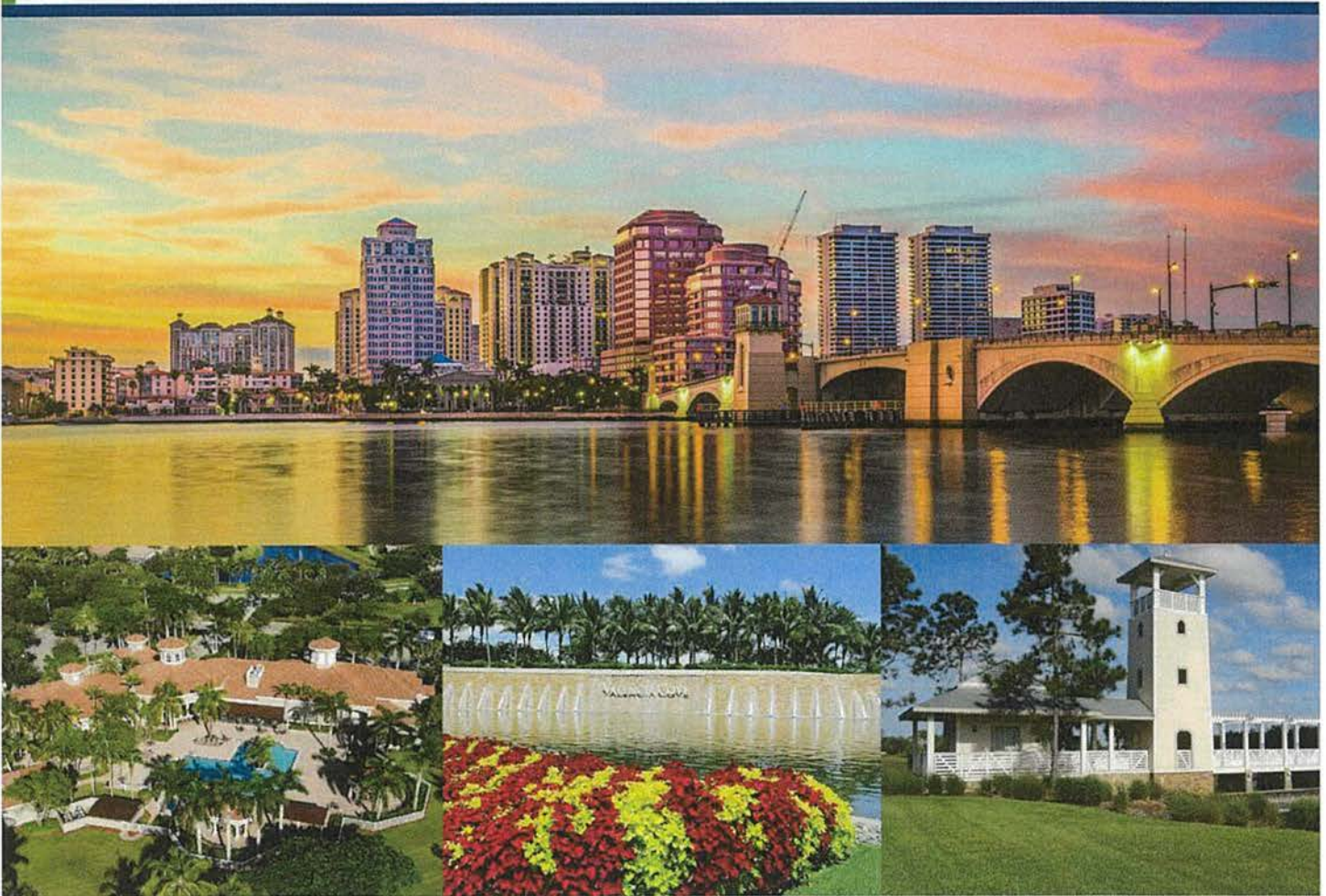
Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

“

You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

Mike Vaccaro
President/Secretary
Clover Creek Community

Proud to Serve South Florida



Excellence in Commercial Landscaping Now Serving South Florida

Yellowstone Landscape is proud to serve South Florida's commercial landscaping needs from any of our 3 branch locations. With more than fifteen years experience in South Florida, we're expanding our service area to reach even more communities and commercial properties.

Offering landscape design, landscape installation, and landscape maintenance

services, our partnerships include some of the area's most beautiful homeowner associations, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, apartment communities, retail centers and estate homes.

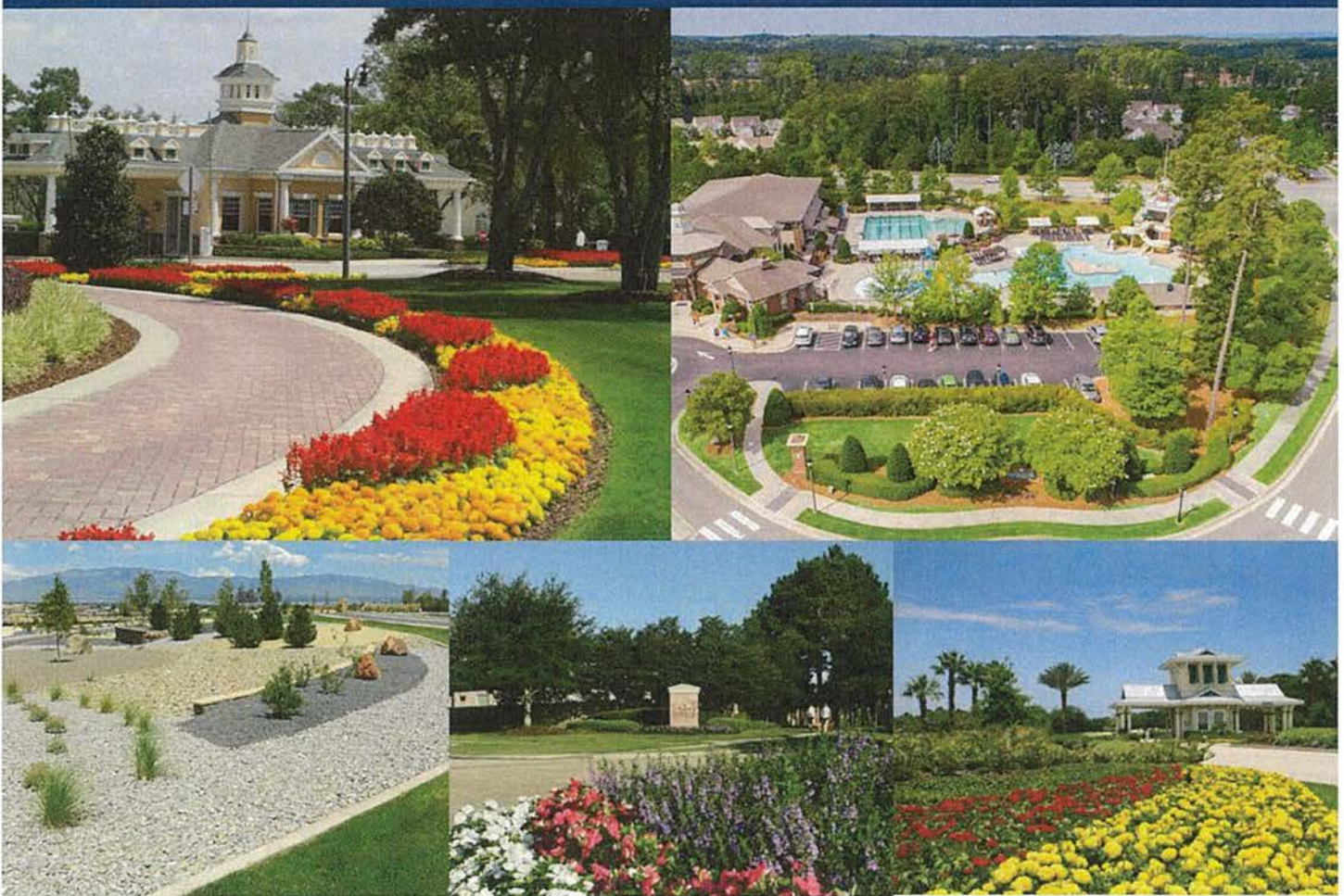
Our service teams are ready to provide you with the South Florida's most professional and responsive commercial landscaping services, always tailored to your needs and expectations.

Port St. Lucie
2665 SW Domina Road
Port St. Lucie, FL 34953
772.200.4571

Lake Worth
2269 2nd Ave N
Lake Worth, FL 33461
561.241.2424

Fort Lauderdale
2590 NW 4th Court
Fort Lauderdale, FL 33311
954.768.9806

Services for Homeowner Associations



Our comprehensive landscape services for Homeowner Associations are designed to create beautiful and healthy environments and enhance the quality of life your residents experience in their community.

Professional Landscape Maintenance of your entryways, common areas, streetscapes, and amenity areas is essential for **creating the right image for your community** and protecting the value of your residents' investments in their homes.

Caring for your community's landscape is likely to be among the largest expenses in your association's annual budget. With the help of the

right landscape service partner, your community will see the value of their investment with every service visit and enjoy all the benefits a well maintained landscape can bring.

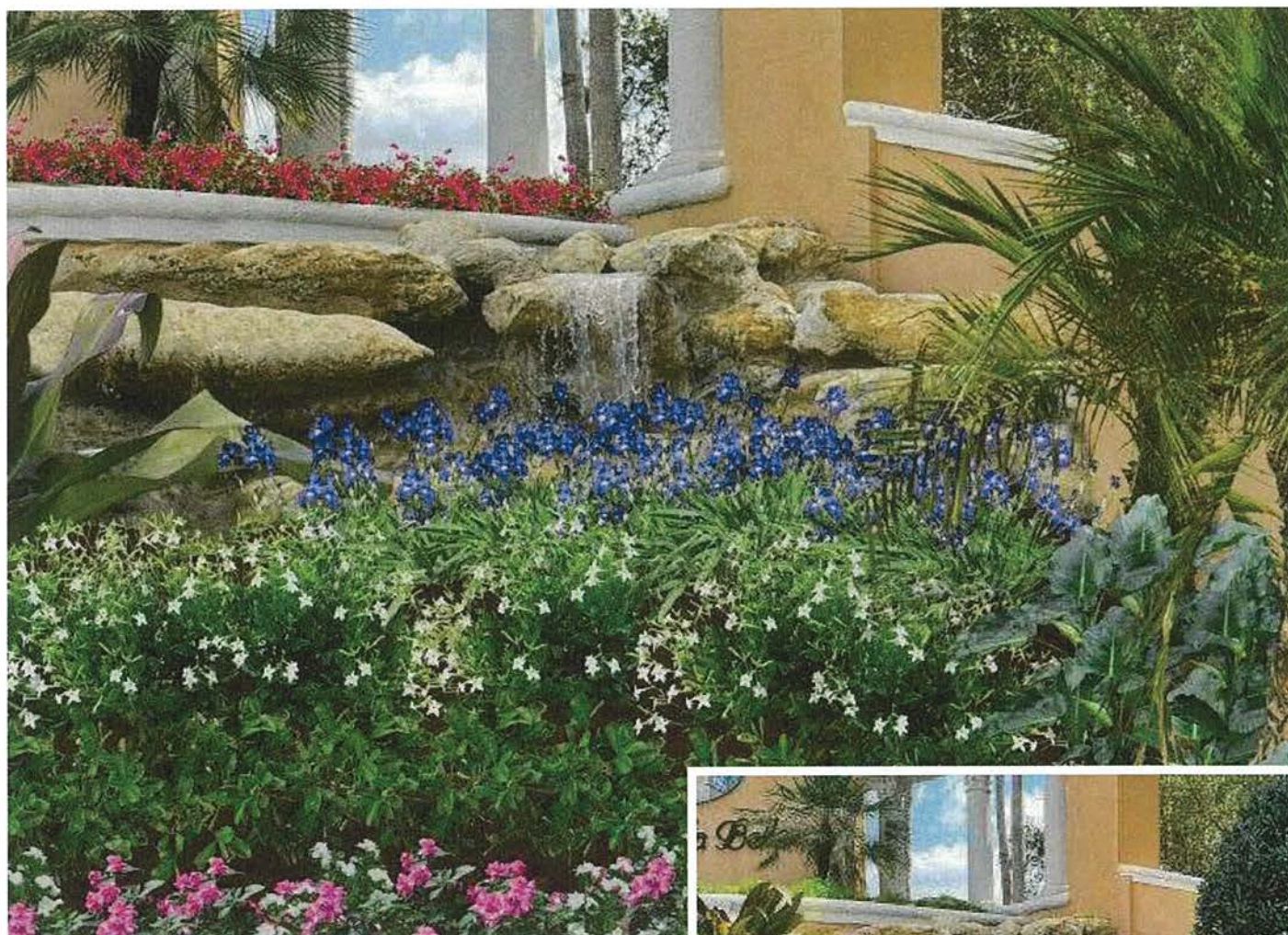
Key benefits of a professionally maintained landscape include:

- An Average Increase of 12% in the Value of Your Residents' Homes
- Creating a Sense of Pride in the Community
- Extended Lifespan of Your Community's Landscape Materials and Feature Areas
- Demonstrating Visible Results for Your Residents' Investment in Professional Property Management Services

DESIGN RENDERINGS

Need your landscape to look its best, but you're not quite sure where to get started?

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground. And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.



PLEASE NOTE THAT ALL RENDERINGS
SHOW PLANTS AT FULL MATURITY.



DESIGN RENDERINGS



PLEASE NOTE THAT ALL RENDERINGS
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DESIGN RENDERINGS

Need your landscape to look its best, but you're not quite sure where to get started?

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PLEASE NOTE THAT ALL RENDERINGS
SHOW PLANTS AT FULL MATURITY.





LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

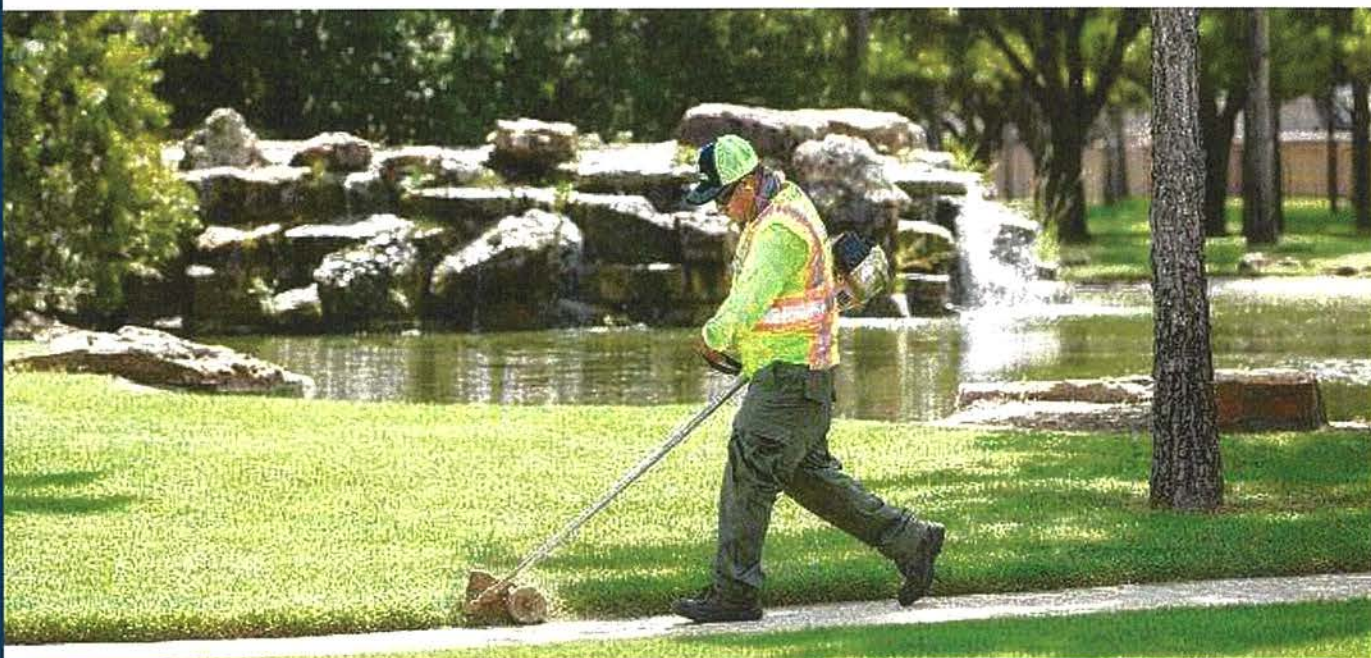
The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance. **Yellowstone will provide a full time mow team for Avenir CDD Common Areas.**
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Various mowing patterns will be employed where accessible to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor. Proper equipment to be used for different types of turf surfaces.
- Should objects be in the turf (such as but not limited to: landscape lighting, furniture, décor, playsets, etc.) our equipment will not be liable for damage or may skip around the area causing for longer turf but to avoid inevitable damage.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- "Hard" edging and string trimming will be performed in conjunction with turf mowing operations. "Soft" edging will be performed in conjunction with turf mowing operations on every other cut.
- String Trimmer or Edging may be skipped in areas where rock or other ground cover material present a danger to property or people.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites). Includes Leaf drop during service.
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client. Yellowstone Landscape will also remove leaves from properties during each service.

FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT AND DISEASE CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape. We will implement an IPM Program.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals. Yellowstone not responsible for incurable diseases or viruses that cannot be treated such as Mosaic Virus and Ganoderma for example.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels. We will trim hedges up to 8ft'. **Yellowstone will provide a full time trim/detail crew for Avenir CDD Common Areas.**
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 8 feet above the ground is included.
- Palm Trees up to 12 feet will have only brown or broken fronds removed at time of pruning.

FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Issues such as Fungus or White Fly will be separate from contract and proposed as needed to treat shrubs. Yellowstone landscape is not responsible for incurable diseases or fungus that cannot be treated such as Ganoderma for example.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- "Weedeating" type edging will not be used around trees nor will "chemical" type edging

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- **Yellowstone Landscape will provide a full time irrigation tech for Avenir CDD Common Areas.**
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading and trim as needed to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

Resident Work Order Requests



Yellowstone Landscape is pleased to offer our all-inclusive communities access to a highly customized web based Resident Work Order Request system. This system's maintenance and administration is included as a part of your community's landscape maintenance service agreement and includes a customized URL that may be linked from your community's website.

What Your Residents See:

A screenshot of a web-based "Location Service Request Form" for Yellowstone Landscape. The form has a green header with the company logo and name. Below the header, the title "Location Service Request Form" is displayed in a bold, dark green font, followed by the subtitle "Request Landscape Service Request" in a smaller, lighter green font. The form contains several input fields: a dropdown menu for "Location #" with "Please Select" and a downward arrow; a text box for "Requester"; a large text box for "Address"; a text box for "Street Address"; two text boxes for "City" and "State"; and a text box for "Zip Code". The form is set against a light green background with a darker green border.

Resident Work Order Requests



What Your Residents Get Back from the System at Entry:

LANDSCAPE MAINTENANCE CONCERN FORM	
Resident Name:	Fred The Fern
Lot #:	12
Street Number:	132
Street Name:	Avondale Circle
Phone:	123-456-9512
E-Mail:	bruce.reid@acresgroup.com
Cell Phone:	978-456-8523
Location of Concern: (Press CTRL key to select more than one Location)	Back
Nature of Concern: (Press CTRL key to select more than one Nature of Concern)	Pruning
Description of Concern:	pruning complaint
Please upload image to support your request	Slide16.jpg
Name	Bruce Reid
Date	09/02/2021

What Your Residents Get Back from the System at Resolution:

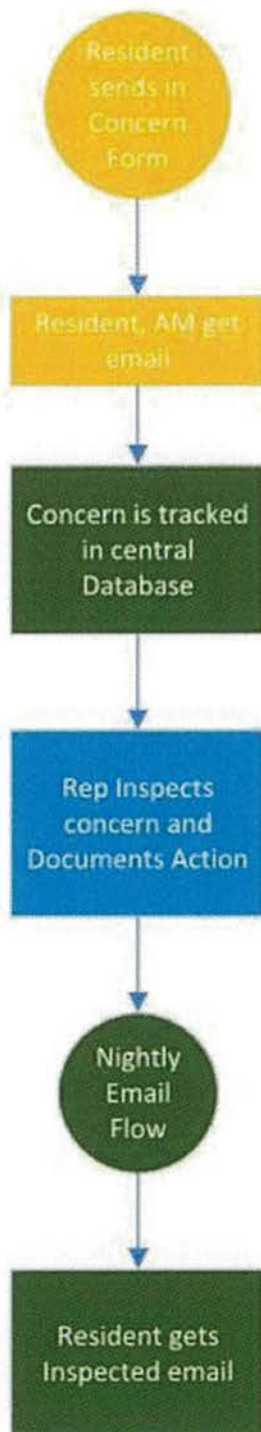
A Yellowstone Rep, Kessler, Josh has inspected this concern. We have an update for you.

Findings: Found turf damage and plants of concern.

Actions: Will send crew to fix driveway and send plant concern to the grounds commission.

Resident Work Order Requests

Process Flow Summary Reference:





2024 Hurricane Plan

With the 2023 hurricane season fast approaching it is important that your property prepares for the potential of a hurricane hitting

Based on our experience, Yellowstone would like to inform you of our emergency Hurricane response plans for this year.

- **PRE-HURRICANE PREP**

- Several days before a hurricane is scheduled to hit our area, Yellowstone Landscape will make sure we have the proper equipment and supplies in inventory.
 - Chainsaws (chains, oil, fuel, PPE buckets)
 - Generators
 - Fuel (all trucks filled and onsite fueling tanks full)
 - Debris storage area emptied / cleaned
 - Tree stakes / Tree Straps / Binding materials
 - Place large machinery rentals on hold
 - Place dumpster rentals on hold
 - Small items / tools
 - Have debris removal trucks on call
- Reach out to other branches and establish a plan for support in the case of a major hurricane.
- Establish a plan of contact in the case that cell service is not available.
- Map out areas where debris can be piled until it can be hauled off site. This will also help expedite clearing of roadways.
- Shut down irrigation pump stations.

- **POST HURRICANE PLAN**

- **PHASE 1 - ASSESSMENT**

- As soon as it is safe to be out on the road, dispatch assessment team (YL Managers) to Communities to determine high priority areas and an initial plan of attack based on assessment. Determine how many laborers will be needed to get the streets clear of debris as quickly as possible (48-hour goal)

- **PHASE 2 – INGRESS / EGRESS CLEAN-UP**

- Once assessment is complete, crews will be dispatched. Any additional help needed from the branch or surrounding branches will be on call based on severity of storm. (Branches in Palm Beach, Port St Lucie, Fort Lauderdale Orlando, Daytona, Tampa, Bunnell, Jacksonville – and beyond the state of Florida as needed). The primary focus will be on clearing roadways and eliminating any dangerous situations. At this point, only the necessary debris will be removed and/or taken to pre-approved on-site staging areas. The main goal here is to allow access to the property.

- **PHASE 3 – CLEAN-UP / DEBRIS REMOVAL**

- Phase 3 will focus on the continued clean-up of the common area property. Yellowstone will begin removing the debris and begin staking any trees during this phase of the clean-up. This phase will take the longest and will culminate with the removal of stumps, repairs to irrigation systems and dealing with any final aesthetic issues. A dedicated Hurricane Clean-up crew (size will be based on severity of storm) will be utilized onsite when normal maintenance crew resumes their contractual duties. Rate structure will be as follows:

Labor Rates

○ Manager / Supervisor	\$ 95.00 / hour
○ Foreman / Technician	\$ 78.00 / hour
○ Laborer	\$ 60.00 / hour

Equipment Rates

○ Skid loader	\$ 110.00/hour(6-hour minimum)
○ Dingo	\$ 95.00 / hour (6-hour minimum)

Dumpster Rates

○ 30 cubic yards	\$ 750.00 / pull
○ 40 cubic yards	\$ 945.00 / pull

- You will notice that these fees are a little higher than our normal fees. In establishing these rates, we must account for the many unrealized costs associated with post storm clean up. Some of these additional costs include:
 - LABOR COSTS - Post storm labor rates run at a premium due to the amount of work that exists throughout the entire area. The average work day runs 12 to 15 hours per day, which results in a large amount of overtime.
 - PRE-STORM INVESTMENT – We make a substantial investment in equipment and supplies to ensure that we are able to respond in the storm's aftermath. Some of these items include:
 - fuel storage containers
 - chainsaws, blowers
 - spare parts for all equipment
 - alternate methods of communication
 - generators, trash pumps
 - traffic control devices, safety gear
 - tree straps, ropes, rakes, shovels, trash bags, other hand tools
- INCREASED OPERATING COSTS – While fuel costs are controlled the distribution of fuel can be very expensive. We also operate twenty-four hours a day in order maintain and repair the equipment used during the daytime hours.

- PRE-AUTHORIZATION SECTION -

Property Name(s): _____

Primary Contact Person: _____

Cellular Phone: _____

Secondary Contact Person: _____

Cellular Phone: _____

Precede with **PHASE 1 CLEANUP** efforts: YES NO Not to Exceed amount per property: _____

Precede with **PHASE 2 CLEANUP** efforts: YES NO Not to Exceed amount per property: _____

DO NOT PROCEED with any work until authorized to do so by: _____

Authorized Signature

Please Print Your Name

____/____/____
Date Signed



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)

3/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																					
INSURED 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Safety National Casualty Corporation</td><td>15105</td></tr><tr><td>INSURER B :</td><td>ACE Property and Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Safety National Casualty Corporation	15105	INSURER B :	ACE Property and Casualty Insurance Company	20699	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES Main NI COI's CERTIFICATE NUMBER: 19384101

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide&Herbicide <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GL6676218	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XOOG72569647 003	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	LDS4066360	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured as respects to General Liability where required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Yellowstone Landscape - Southeast, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 849

6 City, state, and ZIP code

Bunnell, FL 32110

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

20 - 2993503

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Debrah Corbin

Date ►

12/27/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*.

Statement of Corporate Stability



Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services, snow removal services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 7000 clients from 63 local branch operations facilities in 16 states across the United States. In 2019 Yellowstone's growth reached a level that made us the largest, privately-owned landscape service company in North America.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$580,000,000 in 2023. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of \$50 million, with bonding capacity up to \$50 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information:

Kyle Blummer
Antares Capital, LP
Chicago, IL 60661
P: 312-638-4042

REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

PROJECT NAME:

Valencia Cove

CLIENT SINCE:

2017

SERVICES PROVIDED:

Landscape Maintenance, Irrigation Maintenance, Fertilizer
Landscape Design, Landscape Enhancement

CLIENT CONTACT:

Crystaly Gonzalez
General Manager

Lang Management
8430 Blue Mountain Ave
Boynton Beach, FL 33473

P: 561.877.8631

E: vcovepm@langmanagement.com

PROJECT NAME:

Canyon Springs

CLIENT SINCE:

2023

SERVICES PROVIDED:

Landscape Maintenance, Landscape Design, Landscape
Enhancement

CLIENT CONTACT:

Mary Cosban
Property Manager

Castlegroup
Boynton Beach, FL

P: 561.735-8836

E: mary@mycanyonsprings.com

PROJECT NAME:

Valencia Falls

CLIENT SINCE:

2023

SERVICES PROVIDED:

Landscape Maintenance, Landscape Design, Fertilization and
Pest Control,

CLIENT CONTACT:

Russ Gaglio-Property Manager

First Service Residential

Delray Beach, FL

P: 561-637-9571

E: propertymgr@valenciafalls.org

YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
Mowing (42) cuts Includes Mowing, Edging, String Trimming, & Cleanup. _	\$28,599.48
Detail- (12x) Includes Shrub pruning and weeding beds with herbicide for common areas and homes. Perimeter Clusia to be trimmed as needed 4x per year. _	\$25,759.80
Integrated Pest Management IPM (12x) per year insect and spot spraying emergents as needed. Fertilization- Turf (4x) and Shrubs, Ornamentals, Trees-4x per year.	\$14,513.12
Irrigation Inspections (12) Includes Standard Irrigation Reports: _	\$2,204.80

ANNUAL GRAND TOTAL **\$71,077.20**

ADDITIONAL SERVICES (NOT INCLUDED IN ANNUAL GRAND TOTAL)	PRICE
Palm Trimming-1 x per service	\$10,515
Mulch-Brown Mulch per service-price.	\$16,952.51
Flowers-Per service approx 1000pots	\$2,446.84



CLIENT NAME:	Avenir CDD
BILLING ADDRESS:	2501A Burns Rd Palm Beach Gardens, Florida 33410
PROPERTY CONTACT:	Jason Pierman
PROPERTY CONTACT EMAIL:	jpierman@sdsinc.org
PROPERTY CONTACT PHONE:	877-737-4922
CONTRACT EFFECTIVE DATE:	October 1st 2024
CONTRACT EXPIRATION DATE:	September 30th 2027
INITIAL TERM:	Three Years
PROPERTY NAME:	Avenir CDD Clubhouse
PROPERTY ADDRESS:	12255 Avenir Drive Palm Beach Gardens, FL 33412
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Damien Boutiette
YELLOWSTONE CONTACT EMAIL:	dboutiette@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	561.723.1415
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **71,077.20** annually, in equal monthly installments billed in the amount of **5923.10** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by: Avenir CDD



SIGNATURE

Jason Pierman

Printed Name: Paul Crowe, Branch Manager

Date:

Printed Name: Chairman, Avenir CDD

Date:



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each year of this agreement, and for any additional auto-renewal years.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination: If either party hereto fails to fully perform its obligations and fails to cure any such default within 60 days after receipt of written notice specifying the acts or omissions, the other party shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all service performed and materials incurred to the effective date of termination. After the first year of this Agreement, either party hereto may terminate this Agreement at any time upon 60 days notice to the other party. Client shall pay Yellowstone for all service performed and materials incurred to the effective date of termination. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida and or Palm Beach County, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches.) Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the services.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

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Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



YELLOWSTONE
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Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

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