

This Service Agreement (the "Agreement") is entered into between Southern Soils Turf Solutions, LLC ("Southern Soils") and City of Ocala Recreation & Parks Department (the "Customer") for the application of Chipco Slit (the "Product") to the turf areas identified in the Treatment Information section herein and as directed by the Turf Manager.

Customer & Sales Rep Information

Customer Name: City of Ocala Recreation & Parks Department

Course/Field Name: Big Sun Youth Soccer League Complex, MCYFL Fields, MLK Rec Complex, Lillian Bryant Field, Ocala Regional Sportsplex, Tusawilla Ballfield, Clyatt/Carrigan Ballfield, Jervey Gantt Ballfield

Distributor Name: Howard Fertilizer & Chemical, Inc.

Customer Contact Name: Bill Rodriguez-Cayro

Customer Contact Email: wcairo@ocalafl.org

Customer Contact Cell: (352) 368-5503

Distributor Rep Contact: Gary James

Distributor Rep Email: gjames@howardfert.com

Distributor Rep Cell: (386) 804-7191

Job Site Information

Job Site Address: 1307 NW 4th Avenue, Ocala, FL 34475

Job Site County: Marion

Billing Address: 1307 NW 4th Avenue, Ocala, FL 34475

Sales Tax Exempt: Yes No **If Yes, please enter Tax Exempt Number:**

Treatment Information

Product: Chipco Slit

Booked Acreage/Areas: 61

Scheduled Application Date: Apr 22, 2022

of 50lb Bags Required: 31 Bags*

*In the event of supplemental acreage, Southern Soils will have additional bags available for purchase, if needed.

Treatment Area (Check all that applies):

Fairways	Greens	Tees	Range Tees	Rough	Green Complex	Tee Complex
Approaches	Wall-to-wall	Athletic Fields	Polo Field	Common Area		

Additional Treatment Instructions: (Please describe treatment areas and/or instructions)

The final price to be billed is based on the actual acreage treated and according to the following price schedule. Separate locations and treatment dates are considered separate applications to determine the applicable price level. The price level is based on the acreage treated at each location and on each treatment day.

Pricing Includes Any Applicable State and County Sales Tax.	
1-20 Acres	\$110 per acre
21+ Acres	\$100 per acre

The CUSTOMER is responsible for arranging and coordinating the purchase and delivery of the PRODUCT through a DISTRIBUTOR. SOUTHERN SOILS, a Certified Applicator, will apply the PRODUCT in accordance with the label to those areas designated by the CUSTOMER as identified in this Agreement. The CUSTOMER agrees that this area is accurately identified in the TREATMENT AREA section of this Agreement. SOUTHERN SOILS will apply the PRODUCT on the scheduled application date, or a date mutually agreed upon by SOUTHERN SOILS and the CUSTOMER. The CUSTOMER agrees to provide a written notice at least ten (10) days prior to the scheduled application date if any changes to the scheduled application date are required. CUSTOMER agrees to pay a \$500.00 rescheduling fee in the event the CUSTOMER cancels or reschedules the application date within 10 days of the scheduled application date, except for reasons due to weather.

The DISTRIBUTOR is responsible for providing to the CUSTOMER an MSDS and a label for the PRODUCT prior to the scheduled application date. **SOUTHERN SOILS, DOES NOT MAKE OR EXTEND ANY WARRANTY FOR MERCHANTABILITY OR FITNESS, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. CUSTOMER must comply with all application requirements as specified on the PRODUCT label.**

SOUTHERN SOILS will notify the CUSTOMER in the event SOUTHERN SOILS adds a fuel surcharge to cover fuel costs, which will be at SOUTHERN SOILS' sole discretion and based on applicable market conditions. SOUTHERN SOILS will invoice the CUSTOMER within ten (10) business days of the date the application is completed, and unless otherwise agreed to, the CUSTOMER agrees to pay SOUTHERN SOILS within 15 days of the actual date of application. Invoices that are not paid when due will accrue interest on the unpaid balance at a rate equal to the lesser of 1.5% per month (18% per year) or the maximum amount allowed by law. In the event legal action is necessary to collect any amount due to SOUTHERN SOILS, SOUTHERN SOILS will be entitled to recover from the CUSTOMER all costs of collection, including reasonable attorney fees, in addition to all outstanding amounts due to SOUTHERN SOILS.

The CUSTOMER acknowledges and represents to SOUTHERN SOILS that the CUSTOMER has read and understands and agrees to be bound by this AGREEMENT. This AGREEMENT constitutes the entire agreement between the CUSTOMER and SOUTHERN SOILS with respect to the subject matter hereof and supersedes all previous agreements, whether written or oral. The CUSTOMER expressly warrants and represents that, in entering into this AGREEMENT, the CUSTOMER is not relying on any promise, agreement, statement, whether oral or written, that is not expressly and fully set forth in this AGREEMENT. the CUSTOMER will make any inquiries, complaints, or claims relating to the application within seven (7) days of the date of completion of the application. The Customer will make any inquires, complaints, or claims relating to the Product to the Distributor or Product Manufacturer.

All matters of interpretation, construction, or enforcement hereof, shall be governed by the laws of the State of Florida. The venue and forum for any legal action brought arising out of this AGREEMENT shall be in the State Courts of Florida in Collier County or in the Federal District Court in the Middle District in Miami, Florida. Certain events beyond SOUTHERN SOILS' control may affect SOUTHERN SOILS' ability to perform obligations provided for under this AGREEMENT. These events assume no liability for delays in the application or for interruptions of the application due to weather, strikes, riots fires, floods, acts of God or any cause beyond SOUTHERN SOILS' control. The CUSTOMER agrees to indemnify and hold harmless SOUTHERN SOILS and its employees, managers, members, and affiliates for any damages, claims, losses, loss of use, diminution of value, whether or not involving a claim by a third party, arising out of this AGREEMENT. By signing this AGREEMENT, the CUSTOMER waives any and all claims for damage to the property or people resulting directly or indirectly from work performed by SOUTHERN SOILS, with the sole exception for damages due to the gross negligence, or willful misconduct of SOUTHERN SOILS and/or its employees. With respect to any controversy or claim arising out of this AGREEMENT, the non-prevailing party shall pay all costs of such litigation, including reasonable attorney's fees, including pre-suit, trial level and at one or more appellate levels, and other such costs incurred by the prevailing party.

AUTHORIZED AGENT, whose signature is set forth below, represents and warrants that AUTHORIZED AGENT is an authorized agent of the CUSTOMER with the authority to legally bind the CUSTOMER to the terms, conditions, and obligations set forth in this AGREEMENT. I have read and understand all paragraphs of this AGREEMENT.

Thomas D. Seeber

01/18/2022

Thomas D. Seeber, President Southern Soils

Date

Ken Whitehead

02 / 15 / 2022

Turf Manager or Authorized Representative

Date

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

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COMPLETED

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The document has been completed.