



Landscape Maintenance Contract

This Agreement, entered into on the 19 day of February, 2023 states that Foothills Landscape Maintenance, LLC, hereafter FLM, will provide all labor and materials for landscape maintenance services at the following, hereafter Client:

Property Name: Lakeview Development- Boyd Lake

Physical Location: North Boyd Lake Ave & Lake Shore Dr, Loveland, CO 80538

Billing Information:

Address BH Developers 206 East 4th St, Suite 1 City Loveland State CO Zip Code 80537

Contact Name Tammy Pearcy Contact Number _____ Contact Email tpearcy@bhdevelopersre.com

This contract period will begin 4 / 1 / 2023 **and end** 11 / 30 / 2023

1. Scope of Services

FLM, and any sub-contractors appointed by FLM, will furnish all labor, materials, and equipment necessary to provide quality, professional landscape maintenance services with a personal touch. Using qualified and trained staff, FLM will provide landscape maintenance, fertilization and weed control, Spring and Fall clean-up, sprinkler maintenance, tree/shrub trimming, and bed care and any other requested service by Client in the realm of landscape maintenance. Any requests by Client that are not outlined in this contract or a desire to modify this contract must be submitted to FLM in written form or by email.

2. Availability and Performance

FLM will be readily available by phone and email and will respond quickly and efficiently to any requests by Client. Our staff takes pride in timely completion of requests and will be available at any time during business and non-business hours. FLM employees will conduct themselves in an appropriate manner and adequate supervision of employees is provided. FLM crews are experienced, qualified personnel and are able to perform specialized tasks such as pruning and pesticide or herbicide application.

3. Payment Terms

FLM will invoice on the 15th and the last day of each month. Payment is due upon receipt. Invoices over 30 days past due will be assessed a 2% or \$5.00 finance charge, whichever is greater. Requests for specialized invoices can be accommodated with a \$5.00 surcharge per invoice. FLM may decline to perform services if accounts are not current for prior services rendered. Client will be responsible for a returned check fee for any check returned unpaid for any reason.

4. Insurance, Licenses and Permits

FLM carries complete worker's compensation, automobile liability, and general liability insurance. Certificates of insurance are available upon request. In addition, FLM has all required federal, state, and local licenses and permits necessary for legal operation in the State of Colorado. FLM is also a licensed pesticide applicator by the Colorado Department of Agriculture. If the Client requests any additional permits or licenses to be carried that FLM does not already hold, FLM will obtain them before contract start.

5. Damages

In the unlikely event that any damages occur to the Client's property, that are proven to be caused by FLM crew members, the cost of the repairs will be assumed by FLM in a timely and efficient manner.

6. Default and Remedies:

A default will occur if Client fails to make payment when due under the Contract. In the event of such default, FLM may, at its option: (a) terminate the Contract, without further notice to Client and without waiving any right it may have to recover payment of the money due from Client; or (b) halt services under the Contract until such payment is made to FLM. Client agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If FLM fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Client must send written notice of same to FLM at the address for FLM stated below. In the event of such default, Client may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Client reasonably believes that FLM's performance is not satisfactory, Client may also terminate the Contract upon written notice to FLM explaining the reason for such termination.

7. Termination without Cause:

Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated within Contract. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In addition, if Client has entered into this Contract as an agent of the Property owner, and Client's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

8. Miscellaneous:

- 8.1. This Contract and attachments hereto supersede all other agreements between the parties, oral or written, regarding landscape maintenance.
- 8.2. By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively considering its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.
- 8.3. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.
- 8.4. Client may not assign this Contract without first obtaining FLM's written approval to do so. Such approval will not be unreasonably withheld by FLM.

- 8.5. The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 8.6. This Contract shall be interpreted in accordance with the laws of the State of Colorado.
- 8.7. Should fuel prices exceed \$4.00 per gallon a 3% fuel surcharge will be added to all invoiced items. FLM reserves the right to increase the fuel surcharge in relation to fuel prices.
- 8.8. FLM reserves the right to increase pricing up to 5% annually during the term of a multi-year contract. Any increases will be submitted for prior approval from the Client.
- 8.9. FLM reserves the right to increase hourly service rates, independent of the base contract price, during the contract period.
- 8.10. FLM reserves the right to add a fertilization surcharge at any point during this contract due to the extreme volatility of prices in this market. We will provide written notice should a surcharge become necessary.

Detailed Specifications of Performed Landscape Services and Associated Pricing

1. **Turf Maintenance-** \$ 3,426.50 per mow
 - a. **Mowing**
All turf areas will be mowed weekly or as specified by the Client during the growing season. Frequency of mowing will vary in the spring/fall depending on the weather conditions, and growth.
 - b. **Trimming**
All turf areas will be trimmed weekly.
 - c. **Edging**
Edging will be done monthly or as requested by the Client and will be limited to concrete areas so as not to damage flagstone, brick, or wood decks or walks.
 - d. **Ground Appearance**
Grounds will be monitored weekly for trash, debris, and weeds. FLM will make every effort to ensure a neat appearance of the property. However, the cleanup of debris due to vandalism, excessiveness due to owner neglect, improperly contained dumpsters, and acts of God may require an additional charge of \$70 per man hour plus debris removal fees.
2. **Native Mow**
All native areas will be mowed as specified by the Client during the growing season. Native mowing will be billed at \$90-\$130 per man hour depending on equipment used and Native Trimming will be billed at \$70 per man hour in addition to the contract price.
3. **Aeration-** \$ n/a per occurrence
All turf areas will be aerated in the spring and billed at the per occurrence price. Any additionally requested aerations will be billed at \$70 per man hour.
4. **Fertilization and Weed Control**
 - a. **Turf-** \$ 1,450.00 per installment
FLM uses a once-a-year fertilizer that will be applied as early as February; this fertilizer is activated by ground temperatures and water. Turf spraying will occur between May and September; two broadleaf applications and one crabgrass application will be performed. These three applications and fertilization will be billed in three equal installments throughout the season in March, June, and September. Any additional turf spraying will be billed at \$100 per man hour. We will monitor the property conditions to determine what, if any, herbicides, or pesticides need be applied. Insecticides will be an additional charge with a bid submitted upon the Clients' request. Properties that are new to FLM and have weed problems should expect it to take a few years to get the weeds under control.
 - b. **Beds and Tree Wells**
Pre-emergent in ornamental beds will be performed between February and May at the discretion of FLM. All manual weeding of beds and three chemical weed control applications in ornamental beds, tree rings and cracks will be billed at \$100 per man hour. We will maintain existing tree wells; tree wells that are not present and that are needed will be billed at \$100 per man hour. Fence lines spraying will be done upon request billed at \$100 per man hour. Spraying of walking paths and sterilization spraying will be done as weather permits, between February and June.
 - c. **Native**
Native area weed control applications will be performed at the discretion of FLM and billed at \$145 per man hour in addition to the contract price.
5. **Spring and Fall Clean Up**
A spring clean-up will be performed in March/April. Fall clean-up generally takes place in the November/December time frame after the leaves have fallen. Clean ups will be billed on an hourly charge of \$70 per man hour.
6. **Sprinkler System Maintenance**
Foothills Landscape Maintenance, LLC will monitor and maintain the existing sprinkler system at the property. This includes turn-on, repairs, and winterization. The fee for sprinkler system maintenance and repairs will be \$80 per man hour and the cost of materials plus tax. Sprinkler repairs required between the hours of 7:00 PM and 5:00 AM or on holidays are considered after hours and will be billed at \$90 per man hour. Manual watering will be billed at \$80 per man hour. Sprinkler heads that are damaged while mowing will be replaced by Foothills Landscape Maintenance, LLC at no cost to the client.
7. **Tree Shrub and Bed Care**
 - a. **Tree and Shrub Care**
FLM will monitor all trees and shrubs and make any necessary recommendations to the Client that might improve their health and longevity. FLM will prune all shrubs and the lower 10 feet of all trees on the property in accordance with industry standards. Tree pruning is limited to maintenance pruning. A bid will be provided upon request for any structural or rejuvenation pruning. Tree and shrub pruning generally takes place in accordance with the spring and fall clean-ups and one in the mid-summer. Tree wrap service will be billed at \$10 per tree.

