



Landscape Management Agreement

This agreement is entered in by and between **Yellowstone Landscape**, hereafter referred to as the “Contractor”, and **Vintage Grove HOA**, hereafter referred to as the “Owner”.

Landscape management services shall be provided to the Owner at the following address:

**Vintage Grove HOA
1000 Beringer Place
Apex, NC 27502**

Hereafter referred to as the “Property”

This agreement shall commence on **March 1, 2022** and shall end on **February 28, 2023**.

Turf Management

Litter and other undesirable debris will be removed from the turf areas prior to mowing operations.

Mowing and line trimming will occur every seven to ten days, or as weather conditions dictate in order to maintain a neat and attractive appearance. Finished mowing heights will be maintained at 3” to 4” throughout the growing season.

Edging of all sidewalks, curbs, and other paved areas will occur with every other mowing throughout the growing season.

Debris from mowing and edging operations will be removed, and all areas shall be cleaned by means of gas-powered blower.

The fine fescue turf areas will receive **three** turf care applications. The first two applications will include a pre-emergent herbicide, and will be applied in the spring months in order to prevent germination of spring and summer weeds. The remaining application of high quality slow release fertilizer will be applied in the winter in order to encourage healthy coloration of the turf areas throughout various stages of growth.

A soil sample will be taken once per year from the turf areas in order to determine a recommendation for lime. The Contractor will furnish a proposal for lime at the rate recommended by the soil sample.

Broadleaf weeds in the turf areas that have not been controlled by a pre-emergent herbicide will be controlled by the use of various post-emergent herbicides as required.

Grassy weeds in the turf areas will be monitored for by means visual inspection. Recommendations for resolutions and treatment will be made by the Contractor. The recommended treatment will be applied only upon approval and will be at the Owner's expense.

The Contractor will monitor the turf areas for signs of insect and/or disease infestation by means of regular visual inspection. Recommendations for resolution of pest and or disease problems in the turf areas will be made by the Contractor if needed. The recommended treatment will be applied only upon approval and will be at the Owner's Expense.

Fire ants will be monitored by means of visual inspection. Recommendations for treatment will be provided by the Contractor. The recommended treatment will be applied only upon approval and will be at the Owner's expense.

Ornamental Tree & Shrub Management

Shrubbery will be pruned by hand to remove dead wood and to change undesirable growth patterns once per year in the winter months. Shrubs will be trimmed by means of gas powered shears, as required, or a minimum of three times per season. Shrubs requiring hand pruning will be trimmed as required or to maintain their intended use within the existing landscape.

Rejuvenative pruning activities are not included in this agreement and will be considered an extra billable item if required.

Ornamental trees will be pruned once per year to occur in the winter months. Canopies will be raised to a maximum height of 10 feet or maximum 2 inch caliper limb size in order to maintain the appropriate form of the tree and the appropriate clearance for pedestrians.

Mulch materials and labor are **not** included in this agreement. It is recommended that all bed areas maintain a minimum of 2" of mulch material at all times in order to aid in moisture retention and weed control, as well as to maintain the neat and attractive appearance of the landscape. The quantity and cost of this service is listed in the "Additional Service Summary" attached to this document.

Selected ornamental trees and shrubs up to 6" in caliper will be fertilized once per year in the early spring with a balanced fertilizer at a rate determined by the needs of the particular cultivar, variety, or use within the landscape.

Select Ornamental trees and shrubs will be regularly monitored for signs of insect and/or disease infestation. Recommendations for resolution of pest and/or disease problems will be made by the Contractor as needed.

Weed Management

Tree and shrub beds will be maintained free from weeds by means of hand weeding as well as by use of both pre and post emergent herbicides. Weeding activities will occur with every visit during the growing season and as required during the winter months.

Hard surfaces will be maintained free from weeds by use of non-selective post emergent weed controls.

Leaf Removal

Leaves will be removed from the site a total of three times during the fall and winter months.

Winter Management

The Contractor will visit the site during the off-season in order to inspect the site as well as to clean curbs, parking areas, and other landscaped areas of litter and debris.

Aeration & Fescue over Seeding

The Contractor will aerate the turf areas in the fall of each year by means of an open-tine coring type aerator.

Over Seeding will be performed using an improved turf type tall fescue blend at a rate of 4lbs seed to 1,000 square feet of turf area.

Aeration and Over-seeding are **not** included in this agreement. The cost of this service is listed in the “Additional Service Summary” attached to this document.

In times of severe drought or following new plant material installations the Contractor may suggest the use of hand watering practices to affected portions of the landscape. The Contractor will provide hand-watering services upon approval at an hourly rate of \$75.00.

General Information

Yellowstone Landscape will provide all materials with the exception of “extras” as noted in extra charges to perform the necessary tasks listed in the contract.

All properties are inspected weekly by field supervisors to ensure that all work is completed in accordance with this agreement.

All spraying practices are monitored by a licensed applicator.

Any work performed outside of this agreement requires prior written approval by the Owner.

The Contractor shall carry Workman's Compensation Insurance in accordance with applicable law. In addition, the Contractor shall carry General Auto Liability and Property Damage Insurance.

The Contractor is liable for damages caused by the negligence of the Contractor, its agents, or employees. Damages must be reported within a 72 hour time period of the Contractor's last scheduled visit to the site. An agent of the Contractor and the Owner must be present at the site for investigation immediately following any claim damages in order to determine liability. Negligence is defined as any act performed by the Contractor, its agents, or employees that is within the limits of the Contractor's control. The Contractor, its agents, or its employees will not be held liable for damage caused by projectiles originating in turf or bed areas; such as rocks, glass, or any other unforeseen objects that can be picked up by rotary mowing equipment. The Contractor, its agents, or its employees will not be held liable for damages reported beyond the stated reporting period. The Contractor, its agents, or its employees will not be held liable for damages that they are not able to investigate.

Price of the Work

Total Price: **\$15,000.00 per year**

The cost of services provided will be billed in 12 installments of: **\$1,250.00 per month**



Additional Service Summary

Yellowstone Landscape can provide additional services to improve the quality and appearance of your landscape. The services available are listed below and may be

denoted as “included” meaning that they are included in the contract price. Yellowstone Landscape agrees to perform additional listed items that may not be “included” at the prices quoted below.

<u>Service</u>	<u>Quantity</u>	<u>Size</u>	<u>Cost</u>
a. Summer Annual Flowers	1	flats	\$53
b. Fall Pansies	1	flats	\$53
c. Hardwood Mulch at a 2” Depth	1	CY	\$55
d. Longleaf Pine Needles, 1 st App	1	bale	\$8
e. Longleaf Pine Needles, 2 nd App	1	bale	\$8
f. Aeration and Overseed	23,000	ft^2	\$575.00
g. Lime Application	23,000	25lbs	\$196.00

Acceptance

Acceptance of this agreement is acknowledged by the signature of the owner on the “Standard Provisions and Conditions” attached to this document.

STANDARD PROVISIONS AND CONDITIONS

Effective Dates:

This agreement shall be automatically renewed to include an increase of 5% for the same period of time unless the Company is notified, to the contrary, in writing, sixty (60) days in advance of the expiration of the current term.

1.0 PROPOSAL/CONTRACT - The terms of the Proposal/Contract are fully incorporated herein by reference and made an integral part of this Standard Provisions and Conditions Agreement (the “Agreement”).

2.0 PAYMENT

2.1 For each Service, Owner agrees to pay Yellowstone Landscape all recurring and non-recurring charges, fees, and taxes (which may include Services installation and activation charges, measured and usage-based charges, distance charges, and equipment and facilities charges) (collectively, the “**Service Charges**”) as set forth on the SOW. All service charges will automatically increase by 5% upon each anniversary of the Effective Date.

Yellowstone Landscape will not defer any charges while Owner awaits reimbursement, subsidy, discount, or credit from any third party or government entity, and Owner will have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount, or credit. Yellowstone Landscape will have the right to increase the Service Charges for each Service after the Initial Term for such Service upon 30 days' written notice to Owner. Yellowstone Landscape may charge a late fee for any amounts which are not paid when due. The late fee will be the lesser of 1.5% per month or the highest rate chargeable by law. Owner will also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts pursuant to this MSA. If Yellowstone Landscape fails to present a charge in a timely manner, such failure will not constitute a waiver of the charges for the fees to which it relates, and Owner's will pay such invoice in accordance with the payment terms in this Section 2. In addition to the foregoing, and all other available remedies, Yellowstone Landscape may discontinue Owners access to the Services in whole or in part, until such overdue amounts, together with interest, are paid. Yellowstone Landscape may require a security deposit, letter of credit, advance payment for Services, or other reasonable assurances of payment from Owner.

2.2 Owner may dispute any charges for a period not to exceed 30 days from the date such charge is due to Yellowstone Landscape (the "**Due Date**"). In the event Owner disputes any billing by Yellowstone Landscape, Owner will notify Yellowstone Landscape in writing with an explanation for the dispute, and will nevertheless pay all charges not disputed in good faith by the Due Date. The Parties will cooperate in good faith to resolve any such disputes within a 30-day period after the dispute is submitted to Yellowstone Landscape. If the dispute is subsequently resolved in favor of Yellowstone Landscape, Owner will pay the disputed amount owed then from the original Due Date, together with any applicable interest calculated in accordance with Section 2.1 above.

3.0 TERMINATION - It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate cancellation of the agreement.

- Contractor will be given 30 days written notice to correct any issues that Owner feels justifies cancellation of the agreement. Contractor must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination.
- Final billing will be prorated to reflect services rendered until termination date.
- 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 Owner agrees to pay the Contractor any amount above and beyond the payments for actual work performed.

4.0 ATTORNEY FEES - In the event Yellowstone Landscape seeks to enforce any of its legal rights under this Agreement, the Principal/Owner, shall pay all reasonable attorney's fees and all other costs associated with collecting funds owed or incurred by Yellowstone Landscape.

5.0 IN THE EVENT OF A CLAIMED BREACH - All controversies, claims and disputes arising out of or relating to this Agreement, including without limitation any alleged violation of its terms, shall be governed by the laws of the state of North Carolina, unless otherwise stated herein and without regard to conflict of laws principles, and resolved: (1) in a court of law located in Mecklenburg County or (2) solely at the election of Yellowstone Landscape, by arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association, which shall be conducted in Charlotte, North Carolina. The arbitrator shall award the prevailing party attorneys' fees and expert fees, if any.

6.0 CONFIDENTIALITY NOTICE - This agreement contains confidential and privileged material and pricing information that is considered to be proprietary to Yellowstone Landscape, Inc. and is intended for the sole use of the partie(s) named as the "owner" in paragraph one of the

"Landscape Management Agreement". Any review, use, distribution or disclosure too, or by others is strictly prohibited and may result in legal action.

ACCEPTANCE OF PROPOSAL/CONTRACT

The specifications and conditions of this agreement are hereby accepted as are those of the Proposal/Contract. You are authorized to do the work as specified.

Accepted by: _____

Yellowstone Landscape

Signature

Signature

Printed Name

Printed Name

Position

Date: _____

Date: _____

