



## Landscape Management Agreement

### Property

McKinley Mill HOA  
3508 Pritchard Court  
Raleigh, NC 27616

### Attention

Kalyn Robbins  
3508 Pritchard Court  
Raleigh, NC 27616

Date: 12/21/2022

1. The purpose of this Agreement is to set forth the terms and conditions under which JT's Landscaping and Lawn Care (Contractor) will provide landscape maintenance service for the McKinley Mill HOA at: 3508 Pritchard Court in Raleigh, NC.
2. This agreement is an annual agreement that is billed once a month. Along with the signing of the agreement there is a no obligation, 30 day satisfaction period. During that time, the Client has the ability to ensure that the Contractor's work will satisfy their needs.
3. Contractor agrees to perform the services outlined in the Landscape Maintenance Plan (Point 8).
4. Contractor will furnish labor and equipment necessary to perform the Landscape Maintenance Services. Client will be charged for all material used for jobs that are not included in this agreement.
5. Client agrees to promptly notify Contractor of any dissatisfaction with the maintenance service to ensure that maintenance is performed as agreed.
6. This Agreement shall be governed by the laws of the State of North Carolina and constitutes the entire agreement between the parties regarding its subject matter.
7. Contractor guarantees that it will perform its service in a professional manner. Should Client's plantings be damaged by any failure of Contractor to fulfill its obligation under this Agreement, Contractor shall repair or replace such damaged plantings. Contractor shall not be liable for any damage due to Acts of God or Nature.
8. The Landscape Maintenance services covered by the agreement include the following services. (Please note all service quantities are approximated)

## Maintenance Services

Description:	Approximate Times Per Year
Months of Service	12

Weekly Service	51
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Weekly Services to be performed at the appropriate interval:

- Lawn Mowing
- String Trimming
- Soft and Hard Edging
- Trash and Debris Removal
- Weed management (manual and spray)
- Blowing of hard Surfaces
- Touch Up Pruning

Bed Pre-emergent Broad-leaf and grassy weed prevention in ornamental beds.	1
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Prune Ornamental Shrubbery All shrubbery which requires shearing to maintain a clean formal appearance will be pruned 3 times per year unless specified otherwise (less than 12'). Flowering shrubs (Azaleas, Gardenias, Camellias...) will be pruned once per year after all blooms are spent unless conditions necessitate additional occurrences. Reduction pruning of shrubbery that would remove more than one years worth of growth may incur additional cost. Roses, Ornamental grasses and perennials will be pruned once per year.	3
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Plant Growth Regulator application Plant hormone to improve plant density by reducing shoot growth of the plants and ornamentals. Applied in split applications in Late Spring as well as Late Summer.	1
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Fall Annual Installaion	1
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Spring Annual Installation	1
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## Leaf Removal

Approximate

Description:	Times Per Year
Leaf Removal	8
During the fall season leaves will be removed from lawn and hard surfaces weekly and from the plant beds bi-weekly. Leaves will be placed in natural areas and /or removed from the property.	

### Cool Season Turf Program

Description:	Approximate Times Per Year
Early Winter Lawn Care Treatment	1
The first round of the calendar year is very important for the success of your lawn throughout the entire growing season. We begin our annual plan with an application of post-emergent weed control and a special fertilizer that works particularly well during the winter months.	
Late Winter Lawn Care Treatment	1
This round consists of the first of two pre-emergent treatments and the 2 <sup>nd</sup> of 7 fertilizer applications for the year. This round also includes another round of post-emergent weed control.	
Early Spring Lawn Care Treatment	1
At this time we apply Lime in order to correct soil deficiencies and prepare the lawn for the whole growing season. This round also includes another post-emergent weed control treatment.	
Mid-Spring Lawn Care Treatment	1
This round consists of a 3 <sup>rd</sup> application of fertilizer, the 1 <sup>st</sup> Iron treatment and another round of post-emergent weed control. This fertilizer is organic-based with slow release properties.	
Early Summer Lawn Care Treatment	1
This round consist of a 5 <sup>th</sup> application of fertilizer, 3 <sup>rd</sup> Iron treatment, and another round of post-emergent weed control. This fertilizer is organic-based with slow release properties.	
Late Summer Lawn Care Treatment	1
This round consist of a 6 <sup>th</sup> application of fertilizer and 5 <sup>th</sup> application of Iron as well as post-emergent weed control of any grassy or broad-leaf weeds. In this round, we prepare the lawn for Aeration and Seeding by getting rid of any summer weeds and providing the necessary Micro-nutrients for the soil. Moreover, if your lawn has some common Bermuda grass growing in your Fescue lawn, now is the time to apply a non-selective herbicide in order to clear the area for the new seed.	
Late Fall Lawn Care Treatment	1
This is the last application of the year where we apply the last round of fertilizer and the final application of post-emergent weed control. This is a special fertilizer that works particularly well during the winter months.	

## Water Management

Description:	Approximate Times Per Year
<b>Spring Start up</b> Connect back flow device (water supply) Inspect all components of irrigation system (controller, heads, rain sensor, valves) for proper operation. Make system adjustments as necessary Program Irrigation controller	1
<p>Certified Backflow testing is required by various city ordinances on an annual to tri-annual basis. This service can be performed at an additional cost of \$125.00.</p> <p>While on site for the spring start up and other system inspections/adjustments we will sometimes find minor repairs that need to be completed. We offer a pre-authorization option which would enable us to perform necessary repairs up to a pre-determined amount. This option is in place to prevent unnecessary service calls with a minimum fee of \$90.00.</p> <p>Please select an amount:</p> <p>\$150.00</p> <p>\$250.00</p> <p>\$500.00</p>	
<b>Irrigation Winterization</b> Drain the irrigation lines Winterize the backflow prevention device (In most applications the backflow will remain installed with test ports in the open position)	1
<b>Seasonal Adjustment</b>	1
<b>Summer Walk Through</b> Check the irrigation system to ensure its operating at optimal performance. Check irrigation coverage of lawn, trees shrubs and flower beds. Adjustment of heads for optimal coverage Make program changes to the irrigation controller.	1



**Service Will Exclude:**

Any Services that are not mentioned above or any other work that requires additional supplies.

9. Termination: If the Owner or Contractor wishes to terminate this agreement, either party may terminate this agreement by giving 30-day written notice to the other party.

10. Work In Progress: Because the annual cost for services is divided into twelve, equal monthly payments, these payments do not represent the actual value of services performed during the corresponding month. In the event of termination, the Owner agrees to pay Contractor the actual dollar value of services that have already been performed during the term which are above the dollar value of what has already been invoiced, year-to-date. If enhancement services, such as mulch, pine straw, or flowers have been included in the agreement, Contractor will notify Owner as to whether or not these services have been performed prior to the termination and the value of these services will be removed or added to the value of actual services performed.

11. Payment Terms: The cost for all services specified above will be \$1,989.00 per month for 12 months for an annual total of \$23,869.66. You will receive an invoice, via email, during the Last week of each month. Net, 15 days.  
In lieu of an email invoice, the Owner may request to receive a paper invoice to be post-mailed instead.

Please note all credit card charges will incur a 3% convenience charge.



**Per Service  
Price**

JT's Landscaping and Lawn Care

Kalyn Robbins

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**Edgar Valdes**

Date: 12/21/2022

Contract Start Date: 1/1/2023

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**Print:****Notes:****Fuel Surcharge:**

As you are well aware the surging oil prices have us all very concerned and the way that it will affect our daily lives. Unfortunately, our industry relies heavily on the oil industry for fuel for our trucks and equipment as well as its effect on raw materials like fertilizer and other key items for our business. At this time we have implemented a fuel surcharge on all services rendered while we are above the \$3.75 mark per gallon (average of diesel and regular fuel). All services will incur a 4% fuel surcharge fee to help cover a portion of these increased costs of operations. At every \$1.00 increase in the average between diesel and regular gas we will add an additional 4%. We will continually monitor this situation and keep all clients posted and informed of these increases, we are also working to be innovative in our approach to operations to make our routes, trucks, and equipment as efficient as possible.

**Monthly Payments:**

All Landscape maintenance contractual services included in this agreement will be auto charged with a Credit Card on File (with 3% fee) or by ACH.

AND LAWN CARE