



Triangle Area Landscape Management, Inc. d/b/a/ U.S. Lawns
3305 Ruritania Street, Raleigh, NC 27616
P: (919) 876-1683



Customized Grounds Care Proposal and Agreement

Rob & Jennifer TeCarr
Owners
(919) 876-1683
ops-ral@uslawnsnc.com

David Williams
Operations Manager
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Edward Newton
Account Manager
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OUR STORY

Since 1986, U.S. Lawns has led the commercial grounds care industry by providing local, hometown service, backed by the operational support of a national company. We focus solely on commercial properties, serving property managers and business owners, promising national caliber professionalism coupled with local responsiveness. We're just like you: managers and small business owners. Leaders in our community. We understand the challenges you face.

CONSISTENT SERVICE YOU CAN TRUST

Our goal is 100% client retention. That's not an exaggeration; it's a real goal. We follow proven systems and procedures that keep your property looking great while keeping you well informed.

Training Programs

Our uniformed crew members enjoy ongoing education through gardener and crew leader training programs to ensure we consistently meet your service expectations.

Safety Standards

We are fully insured and our employees participate in OSHA approved safety training programs to reduce risk/liability on your property and to ensure our crews return safely home.

Quality Service

Landscape management reports keep you informed each and every service visit. Ongoing quality control inspections help us monitor our performance so our team achieves our standard of excellence.

MEET THE OWNER

Rob and Jennifer TeCarr operate U.S. Lawns offices throughout the Triangle area. They first started their business in 2009, taking over the Chapel Hill territory. At the beginning of 2018, they acquired the Raleigh and Cary territories as well. Outside of work, the TeCarrs enjoy attending their four children's extracurricular events. Both are active volunteers in their community of Wake Forest, NC, where they live with their family.

A Customized Proposal To Fit Your Budget

We believe in providing the best full service commercial grounds care at a fair and accurate price. We recommend the following level of service for your property.

Pricing Summary

CORE SERVICES
Mow and Trim
Litter Removal, Blow, Travel
Edging
Weed Control Plant Beds, Crack, and Curbs
Prune/Shear Shrubbery
Pre-Emergent Beds
Perennial Care
Retention Pond / Low Maintenance Areas
Trash Can / Dog Station Service
Leaf Removal
Prune Trees
Perennial Hard Prune
Irrigation Inspections
Irrigation Spring Start-up
Irrigation Winterization
CORE SERVICES TOTAL

Standard Package	
Approximate Frequencies	
31	
50	
14	
41	
3	
2	
2	
0	
0	
4	
1	
1	
3	
1	
1	
\$17,057.00	

SELECT SERVICES

Select Services Available. Select additional services you wish to purchase.

SELECT SERVICES	Price per Service
Tree Fertilizer Spikes (8-10-10)	\$ 824.00
Ornamental Plant Application	\$ 136.00
Turf Spring App. #1 (pre, post, & fertilizer)	\$ 461.00
Turf Early Summer App. #2 (post & fertilizer)	\$ 547.00
Turf Summer App. #3 (post-emerge & fertilizer)	\$ 581.00
Turf Late Summer App. #4 (post & fertilizer)	\$ 426.00
Turf Fall App. #5 (pre, post, & fertilizer)	\$ 1,321.00
Fire Ant Control (Turf and Beds - year long control)	\$ 831.51
Turf-Lime	\$ 254.00
Turf Fungicide Application	\$ 1,183.00
Core Aeration	\$ 215.00
Over-Seed	\$ 2,528.00
Trench Edge Mulch Beds	\$ 187.00
Hardwood Mulch Installation*	\$ 10,010.00
Color Enhanced Mulch Installation*	\$ 10,920.00
Pine Needle Installation*	\$ 152.00
Summer Annual Flower Installation	\$ 1,492.00
Winter Annual Flower Installation	\$ 1,643.00
Other	\$ -
Other	\$ -
SELECTED SERVICES TOTAL	

Standard Package		
Select	QTY.	Annual Price
Selected	1	\$ 461.00
Selected	1	\$ 547.00
Selected	1	\$ 581.00
Selected	1	\$ 426.00
Selected	1	\$ 1,321.00
Selected	1	\$ 1,492.00
Selected	1	\$ 1,643.00
\$6,463.00		

TOTAL ANNUAL PRICE BASED ON CORE SERVICES AND SELECTED SERVICE

\$23,520.00

EQUAL MONTHLY INSTALLMENTS

12

\$1,960.00

All select services pricing, if not included in the contract pricing, will be based on prevailing local material and labor rates.

* Mulch figures reflect a top-coating of mulch and based on observable bed area at the time of proposal submission. All measurements are subject to change based on alterations to bed areas, time in between mulch installations (age of existing mulch) and/or client requests for increased depth of the mulch. Future pricing may be different based on prevailing local mulch pricing and labor rates.

SUMMARY OF SERVICES

The Basic Core Services are described below.

<p>Mow, Trim, Blow</p> <ul style="list-style-type: none"> * All accessible turf areas shall be mowed on an agreed upon schedule during the growing schedule * Weather conditions may dictate mowing schedule * Turf areas inaccessible to mowers will be trimmed to a height consistent with the mowed turf * Debris created from the mowing process will be blown from walks and paved areas * Fenced or gated patios are considered private property and will not be serviced as a part of the common area. 	<p>Prune Trees</p> <ul style="list-style-type: none"> * Trees up to 12' tall shall be pruned to remove dead, diseased, and cross branches to improve light and air circulation within the canopy * Trees will be maintained to allow for 8' head room clearance * Tree pruning above 12' and Crepe Myrtle hard pruning is an additional charge 	<p>Leaf Removal</p> <ul style="list-style-type: none"> * Fallen leaves will be removed from the maintained areas, to include blowing, raking, vacuuming, mowing, and mulching * Weather conditions may dictate the timing of the process and the method of leaf removal * Leaves will be blown into large wooded natural areas if available on the property * Leaves may not be removed 100% on each property visit during leaf drop season
<p>Hard Edging</p> <ul style="list-style-type: none"> * The edging of all walk and curb areas shall be performed every other mowing visit or as indicated on the Pricing Summary Frequency 	<p>Prune/Shear Shrubbery</p> <ul style="list-style-type: none"> * All shrubs shall be sheared of current year's growth to maintain the current shape * Shrubs will be allowed to grow throughout the season and will NOT be kept sheared at all times * Shrub rejuvenation or heading back is an additional charge 	<p>Weed Plant Beds</p> <ul style="list-style-type: none"> * Mechanical and chemical methods shall be used to control weeds in sidewalks, parking lots and plant beds
<p>Bed Edging</p> <ul style="list-style-type: none"> * The edging of all walk and curb areas shall be performed every other mowing visit or as indicated on the Pricing Summary Frequency 	<p>Spring Clean-up</p> <ul style="list-style-type: none"> * Perennials, Ornamental Grasses, Roses, and specific herbaceous flowering shrubs will be cut back at the appropriate time of year 	<p>Pre-Emergent - Plant Beds</p> <ul style="list-style-type: none"> * Pre-emergent products shall be applied in bed areas for weed control purposes
<p>Winter Visits</p> <ul style="list-style-type: none"> * The policing for trash, weeds, and other debris, as well as, litter removal and blowing of walks/paved areas every other week or as indicated on the Pricing Summary Frequency 	<p>Irrigation System Management</p> <ul style="list-style-type: none"> * Spring start-up and shut down of system as the season dictates * System will be inspected for proper operation and adjustments made as necessary * Any parts and repairs is an additional charge 	

The description of the Select Services you chose.

Turf Management Services	Plant/Bed Management Services
<p>Turf Pre-Emergent</p> <ul style="list-style-type: none"> * The application of pre-emergent weed control products to the turf areas, based on season and turf type 	<p>Summer Annual Flower Installation</p> <ul style="list-style-type: none"> * The process will include the removal of existing annual plants, soil cultivation, installation of 4" annuals at a determined spacing based on plant type, and the addition of fertilizers, plant health products, mulch, and initial watering (Removal of excessive mulch build up is an additional charge)
<p>Fertilize Turf</p> <ul style="list-style-type: none"> * Turf areas will be fertilized with the proper blend of fertilizer based on the turf type 	<p>Winter Annual Flower Installation</p> <ul style="list-style-type: none"> * The process will include the removal of existing annual plants, soil cultivation, installation of 4" annuals at a determined spacing based on plant type, and the addition of fertilizers, plant health products, mulch, and initial watering (Removal of excessive mulch build up is an additional charge)
<p>Turf Post-Emergent</p> <ul style="list-style-type: none"> * The application of post-emergent weed control products to the turf areas, based on season, target weeds, and turf type 	

PROPERTY SERVICE MAP - McKinley Mill HOA

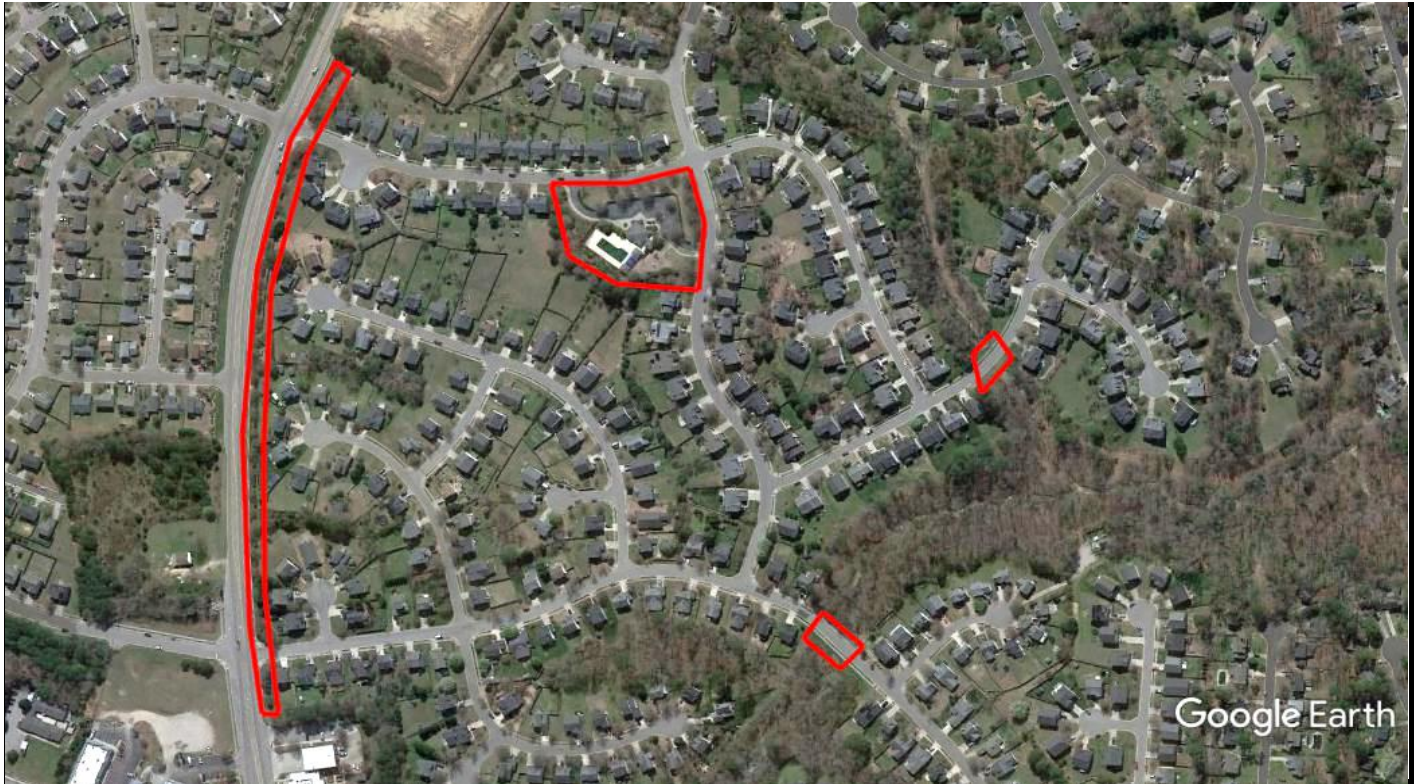
Property Address: 3508 Pritchard Court, Raleigh , NC

Property located at the address listed above will receive the Basic Core and Select Services as noted on the previous page for the areas marked on the property services map below.

Contract Notes:

- Hardwood mulch is not included in core pricing.
- Annual flowers rotation (2x) is not included in core pricing.
- Irrigation maintenance is included in core pricing.

Designated areas in the map below will be serviced based on the frequencies as listed in the key. Areas that are not within the highlighted sections of the map will not be serviced as per this contract.



Weekly

Bi-Weekly

Monthly

Bi-Monthly

SUGGESTED HORTICULTURAL CALENDAR ZONE 7/8 BERMUDA / ZOYSIA / CENTEPEDE

CORE SERVICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mow, Trim, Blow												
Litter Removal												
Hard Edging												
Weed Plant Beds				Prosecutor Pro								
Bed Edging												
Prune/Shear Shrubbery												
Pre-Emergent - Beds			Snapshot					Snapshot				
Spring Clean-up												
Leaf/Fall Clean Up												
Winter Service Visits												
SELECT SERVICES												
Prune Trees												
Fertilize Trees			13-0-13 100% poly									
Fertilize Shrubbery			13-0-13 100% poly						13-0-13 100% poly			
Turf Pre-Emergent / Fertilizer			Stonewall .43% 18-0-6 30%						Stonewall .2% 18-0-7 30%			
Turf Fertilizer					32-0-8 30% PolyPlus w/2% Fe							
Turf Post Emergent Broadleaf						Speedzone						
Turf Post Emergent Grassy Weeds						Celcius						
Turf Post Emergent Sedges						Certainty						
Lime Application												
Turf Insect Control						Merit 5G						
Disease Control Turf						Heritage						
Disease Control Tree and Shrub						Spectator Ultra 1.3						
Tree and Shrub Insect Control						Merit 5G						
Core-Aeration												
Over-Seed										e Eagle Rye		
Trench Edge Beds												
Install Mulch		Hardwood / Color Enhanced / Pine										
Install Pine Needles		Long Needle Pine Straw				Long Needle Pine Straw						
Seasonal Color Install												

Nitrogen and Phosphorus use may be restricted. Modifications may be made based local ordinances before applying.

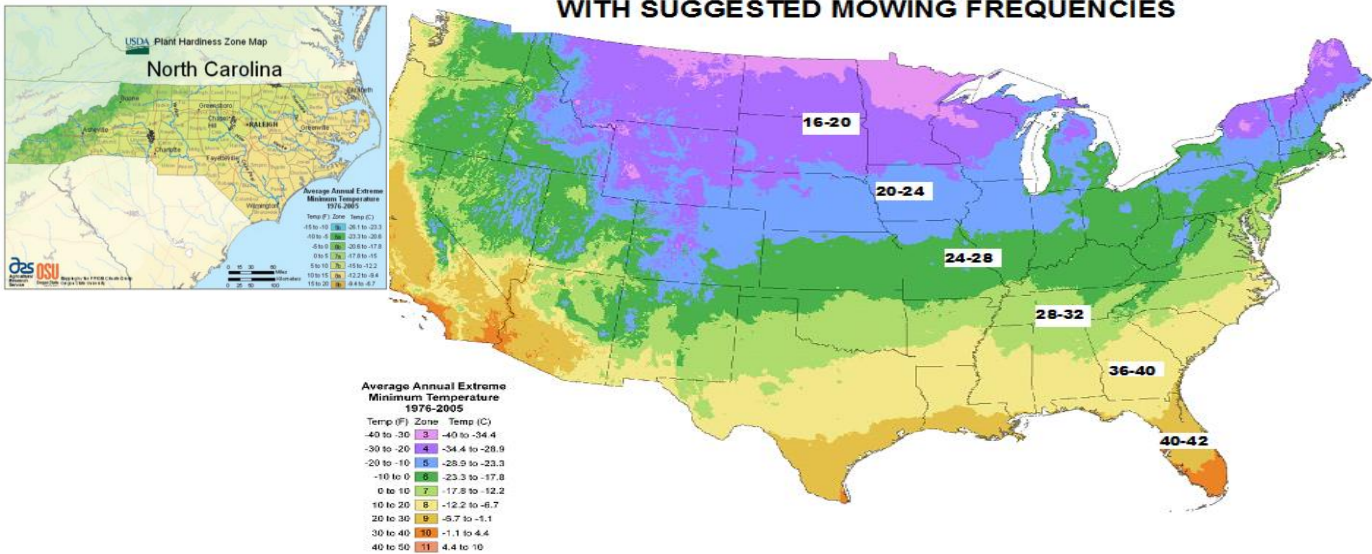
Timing Of Applications Are Dependant On Weather Conditions

Shaded Areas Represent Optimum Times For Application/Task

Suggested Use Of Products. Product Maybe Substituted Depending On Availability And/Or Control Measure

PLANT HARDINESS ZONE MAP

WITH SUGGESTED MOWING FREQUENCIES



General Terms

U.S. Lawns shall furnish all supervision, labor, materials, and equipment required to maintain the landscape throughout the contract period. The scope of our services shall be limited exclusively to those items approved on the Pricing Summary page. Additional services, terms, and conditions may be a part of this agreement if included in exhibits attached hereto, or later agreed to by both parties.

U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees.

U.S. Lawns shall perform in accordance with the written terms and specifications contained or referred to in the Landscape Maintenance Proposal / Agreement, Exhibits, or other written documents or drawings attached to the Agreement. U.S. Lawns reserves the right to renegotiate the contract when the price or scope of work is affected by changes to any local, state, or federal law, regulation, or ordinance that goes into effect after the Agreement is signed.

Bio-Hazards / Hazardous Materials

Unless specifically included in the scope of work U.S. Lawns shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards or considered hazardous materials on the Client's property. This includes, but is not limited to, items such as hypodermic needles, items containing bodily fluids, clothing or materials used in the process of cleaning up bodily fluids, or items that may be considered hazardous.

Excess Debris Cleanup & Acts of God

U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities. Debris caused by acts of God such as thunderstorms, high winds, hail, floods, snow, ice or other weather events will be considered a non-maintenance repair or clean up subject to additional fees. Please speak with your account manager to obtain a separate authorization and pricing schedule.

Upon arrival of our crews for scheduled maintenance, trash will be picked up where needed when it will interfere with the performance of maintaining the property. Dumpster areas and excessive non-landscape debris will be removed at an additional charge to be approved by management.

Pest Control / Fertilization

If included in the scope of the Proposal / Agreement U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use, and affirmed for that use by the appropriate State Government. MSDS product information will be available for all applications performed. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

Irrigation

Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants:

- * Water bans issued by governing bodies
- * Failure of irrigation systems beyond U.S. Lawns' control
- * Failure of Client to maintain irrigation system in effective working condition
- * Refusal to irrigate for needs of plants
- * Power failures beyond U.S. Lawns' control
- * Unavailability of sufficient and suitable water for irrigation of any reason

Sufficient water must be available at the time of treatment for insect and diseases, as well at the time of fertilizer and control applications, to comply with the instructions for use of the products. In the event sufficient water is not available U.S. Lawns cannot guarantee the effectiveness of such treatments.

License and Permits

U.S. Lawns will comply with all licenses and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

Taxes

U.S. Lawns agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

Insurance

U.S. Lawns agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law.

Liability

It is understood and agreed that U.S. Lawns is not liable for any damage of any kind whatsoever that is not caused by the negligence of U.S. Lawns, its agents or employees.

Subcontractors

U.S. Lawns reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

Access to Jobsite

Client shall furnish access to all parts of jobsite where U.S. Lawns is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

Notice of Defect

Client shall give U.S. Lawns at least ten (10) business days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. U.S. Lawns shall not accept any deduction or offset unless such written notice is given and U.S. Lawns agrees to the offset.

Assignment

The Client and U.S. Lawns respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this agreement. Neither the Client nor U.S. Lawns shall assign or transfer any interest in this Agreement without written consent of the other party.

Disputes

This Agreement shall be governed by and construed in accordance with the laws of the state where the Contract Duties are to be performed. In the event of any action for breach of or to enforce or declare rights under any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, to be paid by the losing party.

Termination

This Agreement may be terminated by either party, with or without cause, with thirty (30) days written notice to the other party. Upon early termination, the following charts will be used to determine the difference between payments received and work performed. Payments to either party will be due prior to the final service date.

Client % of Contract Invoiced Each Month

JAN	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%

U.S. Lawns % of Work Performed Each Month

JAN	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
5.1%	4.5%	5.1%	9.4%	11.9%	8.6%	9.3%	7.5%	10.5%	10.4%	14.1%	3.6%

Payment Terms

All labor and materials necessary to perform the work pursuant to the options selected on the Pricing Summary page, in the manner prescribed, for the annual sum of Twenty Three Thousand Five Hundred Thirteen Dollars and No Cents (\$23,513.00) per year payable in twelve monthly installments of One Thousand Nine Hundred Sixty Dollars and No Cents (\$1,960.00). Billing is to begin on the first day of the contract commencement date, which is January 1, 2023 and will continue monthly thereafter on or about the first of each month for a period of twelve (12) months.

Billings for additional work performed for the Client, outside the scope of this Agreement, shall be invoiced upon completion. All billings are due and payable thirty (30) days following the date of the invoice. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of the invoice. This represents an annual rate of 18%. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

If the Agreement is not terminated pursuant to the termination provisions of this Exhibit, or not terminated by either party thirty (30) days prior to the expiration of the term of the Agreement, the Agreement shall be automatically extended for additional one year periods at an annual increase of approximately 3% above the previous year's price as shown in the chart below.

Price Change Date	Monthly Price
January 1, 2024	\$ 2,020.00
January 1, 2025	\$ 2,085.00
January 1, 2026	\$ 2,150.00
January 1, 2027	\$ 2,215.00
January 1, 2028	\$ 2,285.00
January 1, 2029	\$ 2,355.00
January 1, 2030	\$ 2,430.00
January 1, 2031	\$ 2,505.00

Price Change Date	Monthly Price
January 1, 2032	\$ 2,585.00
January 1, 2033	\$ 2,665.00
January 1, 2034	\$ 2,745.00
January 1, 2035	\$ 2,830.00
January 1, 2036	\$ 2,915.00
January 1, 2037	\$ 3,005.00
January 1, 2038	\$ 3,100.00
January 1, 2039	\$ 3,195.00

For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of the termination. Substantial portions of the work for the year may be performed in the early months of each year of the Agreement including potentially significant mobilization costs in start-up.

We welcome the opportunity to be of service and thank you for your consideration of our proposal. By signing, I have read, understand, and agree to the foregoing Agreement and hereby accept it on behalf of the Client.

Triangle Area Landscape Management, Inc.
 d/b/a/ U.S. Lawns

3305 Ruritania Street
 Address

Raleigh, NC 27616
 City / State / Zip

By: _____
 Signature

David Williams
 Name

Operations Manager
 Title

October 28, 2022

Client Approval:
 McKinley Mill HOA

 Address

 City / State / Zip:

By: _____
 Signature

 Name

 Title

Date

Date

Client Information Form

(1) Insurance Certificate

Exact wording for named insured and additional insured on certificate:

Mail certificate to:

(2) Primary Contact

Name: _____ Title: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

E-mail address: _____

(3) Property Information

Complete property address:

On-site property contact (if any):

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail address: _____

(4) Billing Information:

Address: _____

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail address: _____