

Provided by

NLS/Signature

A Monarch Landscape Company



TEAL LAKE

You are not an account. You are a valued relationship. Let us share more about how we do things differently.

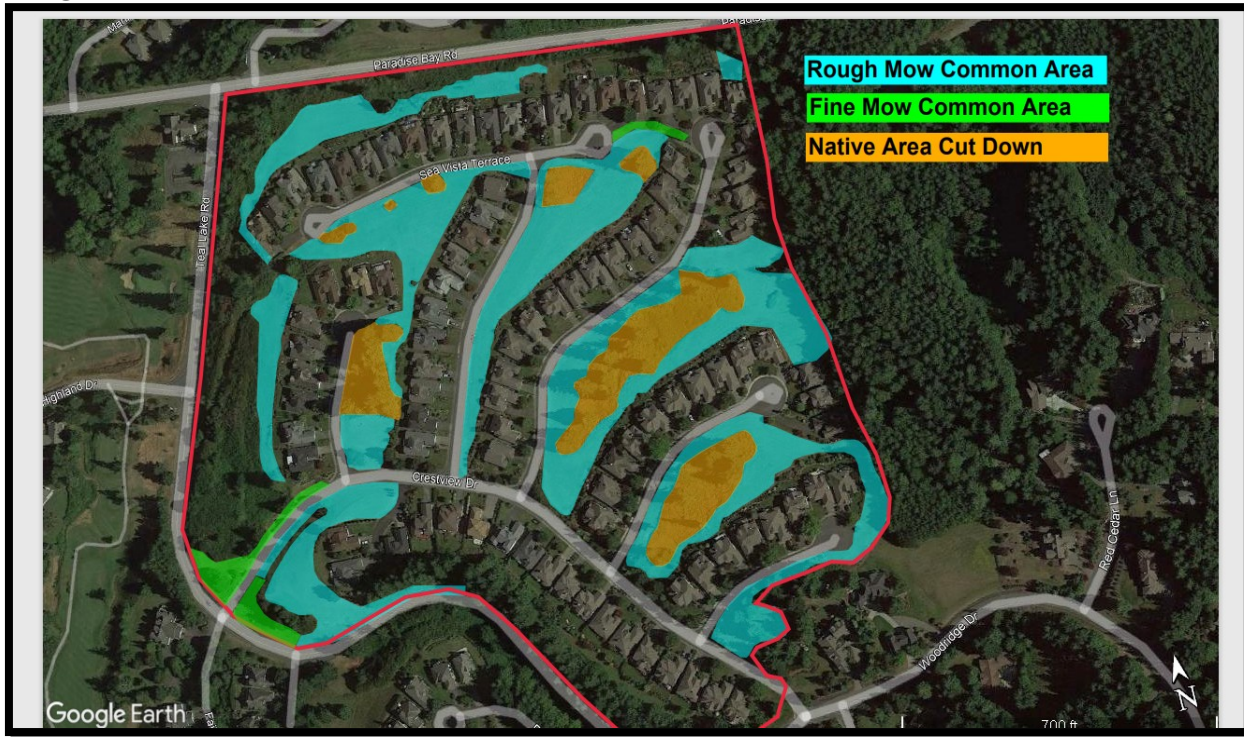
WHAT'S INSIDE

- Landscape Management
- Service Area Map
- Cost of Services
- Frequency Chart
- Scope/Services
- Landscape Maintenance Agreement

Thank you for the opportunity to provide our proposal for landscape services. Our team is eager and ready to start adding value to your property by delivering seasoned expertise, smart solutions, and excellent customer service as your landscape partner.

As your landscape partner we will not only provide great service, but also set up a communication plan, to provide updates and bring solutions to you, not the other way around. To stay ahead of your needs and keep your landscape in top form, we employ multiple departments and experienced team members to keep an eye on the individual needs of your site. We are committed to partner with you and set up checkpoints to ensure no detail—no matter how small—is overlooked.

SERVICE AREA MAP:



SERVICES INCLUDED

- Landscape Management with a dedicated Area Manager
- Access to our Service Operations Support (SOS) team members
- Pruning
- Mowing and Edging
- Fertilizers and Chemicals
- Necessary everyday landscape tools/materials
- Debris removal
- Irrigation Management

Monthly Maintenance: \$ 12,108.50

Annual Maintenance: \$ 145,302.00

A Plan to Meet Your Goals for Your Landscape

We have built a team for your property that can deliver the scope efficiently, while ensuring we achieve the level of care you expect. The organizational chart below reflects the structure we believe will best achieve your goals. You expect a beautiful landscape you do not have to worry about. The plan below provides the frequencies for each area of service that we anticipate will be required to meet your every expectation.

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| TURF ACTIVITY | | | | | | | | | | | | | |
| FORMAL MOWING | 0 | 0 | 3 | 4 | 5 | 4 | 4 | 4 | 5 | 3 | 1 | 1 | 34 |
| ROUGH MOW ROTATION | | 1 | 4 | 4 | 4 | 4 | 2 | 0 | 2 | 4 | 2 | 0 | 12 |
| COMMON AREA MOW | | | 2 | 2 | 2 | 2 | | | 1 | 2 | 1 | | 12 |
| MOSS/CRANE | | | 1 | | | | | | | | | | 1 |
| ASL | | | | 1 | | | | | | | | | 1 |
| EDGING | 0 | 0 | 1 | 2 | 3 | 2 | 2 | 2 | 3 | 3 | 0 | 0 | 17 |
| TRIMMING | 0 | 0 | 3 | 4 | 5 | 4 | 4 | 4 | 5 | 3 | 1 | 1 | 34 |
| FERTILIZATION | | | 1 | | | | 1 | | | | 1 | | 3 |
| BROAD LEAF SPRAY | | | 1 | | | | 1 | | | | | | 2 |
| BED ACTIVITY | | | | | | | | | | | | | |
| WEEDING/RAKING | 1 | 1 | 3 | 4 | 5 | 4 | 4 | 4 | 5 | 3 | 1 | 1 | 36 |
| PRE-EMERGENT | | 1 | | | | | | | | | | | 1 |
| FERTILIZATION | | | 1 | | | | | | 1 | | | | 2 |
| WEED SPRAY | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | 8 |
| PRUNE GROUNDCOVER & SHRUBS | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | 7 |
| PRUNE TREES | | | | | 1 | 1 | 1 | 1 | 1 | | | | 2 |
| LITTER PICK-UP | 1 | 1 | 3 | 4 | 5 | 4 | 4 | 4 | 5 | 3 | 1 | 1 | 36 |
| CLEAN-UP | | | | | | | | | | | | | |
| LEAF PICK-UP | | | | | | | | | | 2 | 2 | 1 | 5 |
| BLOWING | 0 | 0 | 3 | 4 | 5 | 4 | 4 | 4 | 5 | 3 | 1 | 1 | 34 |
| OTHER TASKS | | | | | | | | | | | | | |
| NATIVE AREA CUT DOWN | | | | | | | | | | 1 | | | 1 |
| PERIMETER ENCROACHMENT | | 1 | | | | | | | | | 1 | | 2 |
| IRRIGATION | | | | | | | | | | | | | |
| IRRIGATION ON/OFF | | | 1 | | | | | | 1 | | | | 2 |
| IRRIGATION MONITORING | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | 6 |
| BACKFLOW | | | 1 | | | | | | | | | | 1 |
| BLOWOUT | | | | | | | | | | 1 | | | 1 |
| R30 INSTALLATION | | | | | | | | | | 1 | | | 1 |
| QUALITY CONTROL | | | | | | | | | | | | | |
| AREA SUPERVISOR INSPECTION | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |

| | | | | | | | | | | | | | |
|-------------------------|--|--|---|--|--|---|--|--|---|--|--|---|---|
| SITE WALK WITH CUSTOMER | | | 1 | | | 1 | | | 1 | | | 1 | 4 |
|-------------------------|--|--|---|--|--|---|--|--|---|--|--|---|---|

THIS AGREEMENT is entered into on «Today» for and between **MONARCH LANDSCAPING , LLC** hereinafter referred to as “Contractor”, and **Teal Lake Village HOA**, hereinafter referred to as “Client.” This document is proprietary to Contractor and designated Client, and in consideration may not be shared with other vendors. The parties, in consideration of the covenants, agreements and considerations set forth herein, do hereby promise and agree as follows:

I. SCOPE OF WORK

The work shall be accomplished for Client, on site **Teal Lake Village HOA**, located at **107 Clear View PI Port Ludlow, WA 98365**, and will include landscape-improved areas within the property lines, or as noted. Contractor shall perform the landscape maintenance as specified herein. Contractor will provide all supervision, equipment, labor, materials, tools, chemicals, and transportation to accomplish the work in accordance with industry standards.

Bill To:

1. GENERAL MAINTENANCE

- a. Mowing and Trimming
 - i. Mowing will be provided during the growing season or as needed to ensure a healthy turf and provide a neat appearance. All accessible areas will be edged as needed to maintain a neat, clean appearance approximately twice per month. Turf will be fertilized 3 times per year to maintain turf health and vitality. Weeds in formal turf will be controlled using chemicals whenever possible the fertilizer will contain weed control. Moss will be controlled by chemical application in the early spring. Example blends could be in the Spring 25-3-10 with 5% iron and sulfur for moss control. Second and third applications 16-0-9 with surge for weed control.
- b. Bed Activity
 - i. Beds will be raked where no ground cover exists to maintain a neat and clean appearance per the ‘Schedule A’. During each visit, a portion of the open bed space will be maintained. Pre-emergent herbicides may be applied two times per year in all open bed areas to assist in bed weed control. Moss will be controlled in beds, by hand, on a rotational basis once every 6 weeks during the growing season and supplementary by chemical application as needed. Plants will be fertilized in a uniform manner as needed to ensure a healthy appearance.
 - ii. Pruning will be begin at the begging of May. The goal will be to complete 10 homes per visit. Resulting in two prunes completed during the season. We will begin at the top, Crestview Dr, and work our way down.
- c. Leaf Collection
 - i. Removal of leaves from lawns, planter beds and walkways will be completed throughout the year as needed to maintain a clean appearance. Major fall leaf removal will be provided on an ongoing basis until leaf drop is complete. It is not intended that all leaves will be removed from the entire site each visit during the fall leaf pick up season. Leaf removal is not provided for in parking lot areas.
- d. Encroachment Control
 - i. Undeveloped areas will be left natural unless the Owner/Manager requests a specific clean-up of the area. The perimeter of the property will be inspected, and encroaching plant material will be knocked back per ‘Schedule A’.
 - ii. Perimeter Encroachment will be done twice a year pre ‘Schedule A’
- e. Hard Surfaces
 - i. All walks, patios, driveways, and entries will be mechanically cleaned of gardening debris resulting from Contractor’s landscaping activities.
 - ii. Hard surfaces will be inspected for crack weeds, chemically sprayed, then resulting debris will be removed manually.
- f. Irrigation
 - i. The irrigation system will be recharged in the spring and all components checked for effective operation. Adjustments will be made, and sprinkler heads flushed as needed. Any necessary repairs will be reported to the owner’s representative along with an estimate for the approval of the cost of repair and replacement parts unless pre-approval is not required.
 - ii. System components will be monitored as needed from April through September for proper operation. Adjustments will be made as needed, and any necessary repairs reported to the Owner’s representative for authorization to repair at additional cost.

- iii. Irrigation system will be shut down for the winter by shutting off water, timer, and opening drains.
- iv. Compressed air blow downs will be done by as per the schedule A.

II. CONTRACTOR'S INSPECTION

Contractor's supervisor will visit the site of work a minimum of four (4) times per year. During the inspections, the supervisor will evaluate the condition of the grounds and progress of landscape maintenance. Following each inspection, supervisor may recommend to Client changes or additions to the work or other undertakings by Client to enhance the appearance of the landscape.

III. EXCLUSIONS

The following items shall not be included within the scope of work:

1. Maintenance of trees above twelve (12) feet in height. Any pruning or major structural work required on large specimen trees will be inspected and a recommendation will be made for services of a Certified Arborist. Any supervision provided by the Contractor shall bear additional charges.
2. New plantings and other enhancements, except with Client's prior approval and agreement.
3. Replacement of any losses, repairs or liability for damages which have resulted directly or indirectly from factors beyond Contractor's control, including but not limited to freeze, drought, flood, windstorm, or any items not listed under 'Schedule A' attached hereto.
4. Cleanup from severe storms that cause significant damage to the landscape. The contractor will charge an agreed upon additional fee for restoring the grounds back to its normal maintained condition. This may include removal of tree and shrubs, large quantities of branches and other fallen vegetation.
5. Watering except in cases where underground irrigation systems are operating under Contractor's control.
6. Disease, insect, or rodent infestations, as well as removal of feces.
7. Removal of sharps including but not limited to broken glass, pieces of metal, and syringes.
8. Moss control on hard surfaces.
9. Mechanical cleaning of parking lots or roads.
10. Any other services performed and/or materials delivered which are not specifically mentioned herein will be deemed additional services.

IV. LIMITED WARRANTY

Contractor hereby warrants that it shall perform all landscape maintenance specified herein in a sound and workmanlike manner and will not undertake any aspect of the work which violates any known ordinance, codes or statues in effect in the county in which the work is being performed.

V. INSURANCE AND LICENSES

Contractor agrees to provide workman's compensation, unemployment and other insurance and licenses required by law. Contractor will carry public liability and property damage insurance to the limits of not less than \$1,000,000.00. A certificate of insurance shall be provided to Client upon request.

VI. HOLD HARMLESS

Contractor hereby agrees to hold Client harmless from any liability or claim for damages or personal injury, including death, which may arise from Contractor's operation under this Contract. Contractor further agrees to remedy any damages to Client's property caused by Contractor's operations in the performance of this agreement.

Contractor does not in any fashion agree to indemnify or hold harmless Client from any liabilities which arise directly or indirectly from actions or failures to act by Client, its agents, employees, business invitees, tenants, or their guests.

VII. RENEGOTIATION OF TERMS

The parties acknowledge and agree that the monthly Contract total as specified may be changed on the anniversary date of the Contract through renegotiation, and mutual signing of a Contract Addendum.

Contract shall commence on the date indicated in Section VIII and will automatically renew annually thereafter unless terminated under the conditions of this Agreement.

VIII. PERIOD OF CONTRACT

This Contract shall commence on **January 1st, 2022** and shall continue from year to year unless terminated or modified in accordance with the terms of this agreement.

Client may terminate this Contract upon Contractor’s failure to cure defective performance of work as required by the provisions hereof. For any termination to be effective, Client must first deliver to Contractor a detailed and specific list of all defaults by Contractor under the terms hereof and provide Contractor with thirty (30) days opportunity to cure the defaults specified.

In the event Contractor fails to cure the specified default(s), this Contract shall terminate on the last day of the month following delivery of the thirty (30) day notice specified hereinabove, in which all duties, obligations and liabilities of the parties one to the other shall cease.

IX. PAYMENTS

1. The annual contract amounts as specified in Section X of this agreement is payable in twelve (12) equal monthly payments, including state sales tax if applicable. Invoices will be sent each month and payment thereon shall be due within 30 days. All payments not received when and as due shall be charged a 1.5% service charge per month from the date due until paid. Additionally, if payment is not received in full within 60 days, a 9% interest fee will be applied to all outstanding charges.
2. In the event Contractor must undertake collection proceedings, Client will be liable for actual Attorney’s fees and costs of suit. In the event of non-payment Contractor may terminate all contractual obligations with five (5) days’ notice to the Client.
3. Please be aware that the payment system of twelve (12) equal monthly installments is designed to keep the Client’s Payables and the Contractor’s Receivables equal throughout the year for landscape maintenance services. It does not reflect the actual hours per month provided to the site. Due to climatic conditions, most of the contracted work will be performed during the months of April through September.
4. All proposals assume cash payment. Any credit card fees will incur an automatic additional 3% charge.

X. CONTRACT AMOUNT

In consideration for the Contractor’s performance described in this agreement, owner agrees to pay Contractor the following amount:

| | |
|----------------------------|--|
| General Maintenance | \$ 12,108.50 per month (tax not included) |
| Total Per Year | \$ 145,302.00 annually (tax not included) |

THIS AGREEMENT incorporates all the terms and conditions which the parties intended to be included herein. All parties have read the Contract and fully understand the contents.

CONTRACTOR
MONARCH LANDSCAPING , LLC

By _____

Date _____

CLIENT
Client

By _____
Client’s Authorized Representative

Date _____