

Landscape and Maintenance Contract

AGREEMENT entered into as of this 1st day of Oct, 2018 between Rusticscapes, a Texas Corporation hereinafter called "CONTRACTOR" BellaVita at Green Tee, a Texas Corporation, hereinafter called "ASSOCIATION".

PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the terms and conditions under which the CONTRACTOR will provide landscape management services for the property of the ASSOCIATION which is located at 1548 N. Riviera Cir a property in Pearland, Texas, hereinafter called the "PROPERTY".

In consideration of the mutual promises contained, the parties hereto agree as follows:

1. SCOPE OF SERVICE: CONTRACTOR shall perform the landscape maintenance functions as described in the Landscape Maintenance Task Descriptions, Exhibit "A"
2. MATERIALS AND SUPPLIES: CONTRACTOR will secure at its own expense personnel, equipment and materials required in performing services under this agreement.
3. COMPENSATION AND METHOD OF PAYMENT: THE ASSOCIATION agrees to pay CONTRACTOR as follows:

The cost for the landscape maintenance functions as described in the landscape Maintenance Task Descriptions (Exhibit "A") will be performed by CONTRACTOR as outlined in the Function Cost Schedule, shall be the sum of \$ 389,788.53 based on 42 trips per year

CONTRACTOR shall submit invoices to owner on a monthly basis for all services performed during the preceding calendar month. Monthly invoicing will be assessed based upon task and services performed.

ASSOCIATION herein has a duty to inspect the PROPERTY within five (5) days after any services (as described in Exhibit "A") have been performed by CONTRACTOR. If ASSOCIATION is dissatisfied with any work performed, notice of such dissatisfaction shall be given to CONTRACTOR within seven (7) days to repair or correct such work at no additional cost to ASSOCIATION. ASSOCIATION'S failure to properly notify CONTRACTOR in a timely manner of dissatisfaction with any work called for under this Agreement shall constitute a waiver of any claim ASSOCIATION may have in regard to the services rendered by the CONTRACTOR under this Agreement.

COST of LIVING – After the first year of service a cost of living increase will be added to the total cost of the contract – Not to exceed 3% annually.

4. TERM OF AGREEMENT: The term of this Agreement shall be for a period of thirty six (36) Months, beginning the 1st day of January 2019 through December 31st 2021.
5. TERMINATION OF AGREEMENT: For any reason CONTRACTOR or ASSOCIATION shall have the right to terminate this Agreement by giving Ninety (90) days written notice to either party of such termination.



6. IRRIGATION SYSTEM (Common/Front Yards): CONTRACTOR agrees to monitor all automatic irrigation system as to proper frequency and duration of supplemental watering. CONTRACTOR will promptly notify the ASSOCIATION of any malfunction or damage to the irrigation system. The cost of any repair will be billed by the provider and paid directly by the ASSOCIATION. Should it be determined that the damage is caused solely by the negligence of the CONTRACTOR, the CONTRACTOR shall repair such malfunction or, if unable to repair such malfunction or damage, pay for all the cost of such repair. Cost may be paid directly by the CONTRACTOR or reduced by ASSOCIATION from payment due to CONTRACTOR.
7. WEEKLY MANAGEMENT WORK ORDER: The CONTRACTOR will be responsible for notifying the ASSOCIATION of any landscape management problems known to CONTRACTOR through a management work order. This work order shall be mailed to the Association Manager on the day of the maintenance visit.
8. LANDSCAPE MANAGEMENT INSPECTION: ASSOCIATION or its designated agent may upon request, require CONTRACTOR to inspect the property with ASSOCIATION, or its designated agent for the purpose of reviewing the performance of the Landscape Management Tasks attached as Exhibit "A".
9. MODIFICATION OF CONTRACT; This Agreement may not be modified except in writing and signed by authorized agents of both CONTRACTOR and ASSOCIATION.
10. INSURANCE AND BOND: CONTRACTOR shall, at its sole cost and expense, maintain in effect at all times during the full term of this agreement and as otherwise required under the Agreement, insurance coverage with limits not less than those set forth in the Schedule of Insurance Coverages with insurance companies licensed to do business in the State of Texas, rated "A" or better by Best's Rating Guide and acceptable to the ASSOCIATION and under forms of policies satisfactory to the ASSOCIATION, its officers, directors, shareholders, partners, employees and agents (the ASSOCIATION, its officers, directors, shareholders, employees and agents are hereinafter referred to collectively as the "Indemnitees"). All such policies shall be written ON AN OCCURRENCE (not claims made) basis.
11. ACTS OF GOD: Notwithstanding anything above to the contrary, in the event that the performance of CONTRACTOR of its services hereunder is interrupted or delayed by extenuating circumstances beyond human control, such as acts of God (rain, freeze, food hurricane, war, riots, etc.), the CONTRACTOR shall be excused from providing such services prescribed in this Agreement for such a period as is reasonably necessary after such occurrence to remedy the effect thereof.



SCHEDULE OF INSURANCE COVERAGES

Coverage	Minimum Amounts and Limits
A. <u>Worker's Compensation</u>	
Worker's Compensation	Statutory Limits
Employee's Liability	\$100,000

The policy shall include a Waiver of Subrogation in favor of the Indemnitees.

B. Commercial General Liability

Bodily Injury	\$1,000,000 each occurrence or
Property Damage	equivalent, subject to a \$1,000,000
(Occurrence Basis)	applicable to the Agreement

This policy shall be on a form acceptable to the ASSOCIATION endorsed to include the Indemnitees as additional insureds, contain a Waiver of Subrogation in favor of the Indemnitees, and shall include the following coverage:

1. Premises/Operation
2. Independent Contractors
3. Completed Operations
4. Broad Form Contractual Liability specifically in support of, but not limited to, the indemnity provisions of the Agreement.
5. Broad Form Property Damage
6. Personal Injury Liability with employee and contractual exclusions removed

C. Comprehensive Automobile Liability

Bodily Injury	\$1,000,000 combined
Property Damage	single limit

This policy shall be on a standard form written to cover all owned, hired and non-owned automobiles. The policy shall be indorsed to include the Indemnitees as additional insured's and contain a Waiver of Subrogation in favor of the Indemnitees.

D. Umbrella Excess Liability Insurance

Bodily Injury/Property	\$1,000,000 combined
Damage (Occurrence Basis)	single limit

This policy shall be written on an umbrella excess basis above the coverages described in the policies above, endorsed to include the Indemnitees as additional insured's. In addition, the policy shall be endorsed to provide defense coverage obligations.



LANDSCAPE MAINTENANCE TASK DESCRIPTIONS

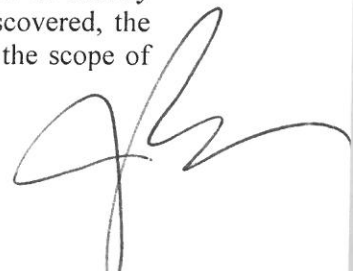
EXHIBIT "A"

1. TURF CARE

- A. MANICURED MOWING: All turf areas contained within the specific management area shall be accomplished so as to provide a uniform cutting height of 3"-3.5" above soil level of turf, being careful not to remove more than one-third (1/3) of the turf blade at any given mowing frequency.
- B. MANICURED EDGING: All edging shall be removed by choice of blower, vacuum and/or broom, etc.
- C. MANICURED SOIL BED EDGING: Soil bed shall be edged to maintain a vertical line of separation from surrounding turf.
- D. MANICURED SOIL TREE RING EDGING: Soil around tree ring shall be edged to maintain a vertical line of separation from surrounding turf.
- E. TURF TRIMMING: monofilament trimmers are permitted around light poles, fire hydrants, irrigation vacuum breakers, foundations, steel fences, etc.
- H. TURF FERTILIZATION: A balance fertilizer will be used according to the needs of the property. A pre-emergent will be applied in accordance with Exhibit "B" (Scope of Work).
- I. TURF WEED CONTROL: Turf areas will be monitored closely by contractor throughout the growing season. Broadleaf weed control is a routine part of the contract.
- J. INSECT AND DISEASE INSPECTION: All turf areas will be closely monitored by contractor. In the event insect or disease infestation are discovered, the contractor will apply actual chemical control measures in accordance with the scope of work (Exhibit B)

2. SHRUB AND GROUND COVER CARE

- A. PRUNING (shrub): All shrubs shall be pruned to remove dead and damaged wood to allow for natural development of plant material and to create the effect intended by nature and/or design. Pruning should be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.
- B. PRUNING (Ground Cover): All ground cover shall be trimmed mechanically either by hand or power equipment, keeping vertical growth at a maximum height of 8' and holding horizontal growth from encroaching sidewalks, curbs, etc.
- C. SHRUBS AND GROUND COVER FERTILIZATION: A balanced fertilizer will be used according to the needs of the property. All applications will be applied immediately after mowing frequency.
- D. INSECT AND DISEASE INSPECTION: All shrubs and ground cover will be closely monitored by contractor. In the event insect or disease infestation are discovered, the contractor will apply actual chemical control measures in accordance with the scope of work (Exhibit B)



3. **FLORAL CARE**

- A. WEED REMOVAL: All seasonal beds are to be weed free at all times.
- B. FERTILIZATION: Additional fertilization may be necessary to guarantee proper growth and flower production.
- C. INSECT AND DISEASE INSPECTION: All floral areas will be closely monitored by Contractor. Insect and disease control shall be a responsibility of Contractor and is included in contract.

4. **TREE CARE**

- A. TREE PRUNING: All trees shall have trunk suckers removed, branches rubbed and minor canopy thinning. Drooping branches shall be removed. All pruning equipment shall be sharp, clean and safe. Pruning of any major trees over 4" caliper or taller than 8' high will be treated as major pruning, and special quotation will be submitted.
- B. TREE GUYING INSPECTIONS: (Adjustment as Necessary) Repairs to guying system due to contractor adjustment neglect will be repaired at no cost to ASSOCIATION. Contractor shall (at its expense) be responsible for removing and disposing of guying systems when trees reach stand-alone ability. No staking or guying system shall be removed without prior management consent.
- C. TREE FERTILIZATION: A deep root fertilization analysis shall be applied per manufacturer's recommendation.
- D. TREE INSECT AND DISEASE INSPECTION: Contractor will closely monitor all trees for insect and disease problems. Treatment is an extra to the ASSOCIATION and cost shall be as defined for term of agreement according to "Per Trip Per Task Cost".
- E. All bed and tree well areas shall be kept free of weeds and neatly mulched at scheduled times.
- F. All bed and tree wells shall be treated for fire ants.

5. **SOIL BED AND TREE RING CARE**

- A. WEED CONTROL: The use of pre-emergent herbicide is allowed. Hand weeding will be performed in accordance with Exhibit "B".
- B. MULCH CONTROL: Application of composite shredded bark mulch will be applied at an average 2" depth standard and will be performed as agreed in accordance with Exhibit "B".



6. MISCELLANEOUS CARE

- A. **SPRAY LINES:** Hardscaped areas, i.e. concrete and expansion joints, bumper stops, etc. shall be sprayed with a contact herbicide to eliminate weed growth in and around these areas without damaging surrounding turf and/or plant material keeping in mind all safety precautions during applications.
- B. **FIRE ANT CONTROL:** Fire ant Manifestation shall be treated by Contractor when observed during the performance of landscape of landscape maintenance tasks, as a routine service by Contractor.
- C. **IRRIGATION:** The irrigation system will be inspected Monthly including rain sensors. Check clock setting, clock operation, head evaluation and coverage, valve function, vacuum breaker, and that all heads are intact and secure. Contractor will repair/replace any equipment damaged as a result of Contractor's operations, at no cost to the Owner.
- D. **PLANT MATERIAL DISPOSITION:** All dead plant material, clippings and other debris will be removed and disposed of by Contractor at the end of each visit to the property.
- E. **PARKING LOTS, WALKS AND BUILDING GRADE BEAMS -** All seams (spray lines) in the concrete of these areas shall be kept weed free.



COST SCHEDULE

There will be a cost of living increase annually no lower than 0% and no higher than 3%

Contract Price w/out Tax: \$389,788.53

Monthly Cost w/out Tax: \$ 32,482.38

ACCEPTANCE:

ASSOCIATION: BELLA VITA AT GREEN TEE HOMEOWNERS ASSOCIATION

BY: Connie Harry

TITLE: President

PRINTED NAME: CONNIE HARRY

Date: 10/1/2018

Contractor:

Ruticscapes LLC

SIGNATURE: [Signature]

BY: James Economy
PO Box 1155
Bellville TX 77418

Date: 10/1/18

Rusticscapes

[Signature]

[Signature]

[Signature]

Exhibit B

Bellavita Front Yards														
2019-2021 (Service Dates: January 1, 2019 thru December 31, 2021)								SCOPE OF WORK						
FUNCTION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	CYCLES
TURF GRASS														
30" Push Mowing/Edging/Line Trimming/Clean-up		2	2	3	4	5	4	4	5	4	4	3	2	42
TURF GRASS FERTILIZATION, INSECT & WEED CONTROL														
Round One				1										1
Round Two						1								1
Round Three									1					1
Fire Ant Control & and as needed						1			1					2
Turf Fungicide Applications											1			1
Turf Insecticide Applications						1								1
Herbicide Hard Services		1	1	1	1	1	1	1	1	1	1	1	1	12
SHRUBS, BEDS, GROUNDCOVERS														
Hand Weeding		2	2	3	4	5	4	4	5	4	4	3	2	42
Shrub Pruning (Tip Pruning only)					1		1		1		1			4
BED FERTILICATION														
Fertilization				1		1					1			3
SITE SUPERVISOR														
		2	2	3	4	5	4	4	5	4	4	3	2	42
MULCH														
Brown Hardwood		1												1

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EXHIBIT C

Bellavita Common Area

2019-2021 (Service Dates: January 1, 2019 thru December 31, 2021)

FUNCTION	SCOPE OF WORK												CYCLE S
	JA N	FE B	MA R	AP R	MA Y	JU N	JU L	AU G	SE P	OC T	NO V	DE C	
TURF GRASS													
Mowing/Edging/Line Trimming/Blowing	2	2	3	4	5	4	4	5	4	4	3	2	42
Mow and Trim Lake Areas	1	1	2	2	2	2	2	2	2	2	2	1	21
Perimeter - Mow/Edge/Blowing	1	1	1	1	2	2	2	1	1	1	1	1	15
Herbicide Walkways Gravel Areas	1	1	1	1	1	1	1	1	1	1	1	1	12
TURF GRASS FERTILIZATION, INSECT & WEED CONTROL													
Round One			1										1
Round Two					1								1
Round Three								1					1
Fire Ant Control & as needed					1			1					2
Turf Fungicide Applications										1			1
Turf Insecticide Applications					1								1
Herbicide Hard Services	1	1	1	1	1	1	1	1	1	1	1	1	12
SHRUBS, BEDS, GROUNDCOVERS													
Hand Weeding	2	2	3	4	5	4	4	5	4	4	3	2	42
Shrub Pruning			1	1	1	1	1	1	1	1			8
Fertilization			1		1					1			3
TREES													
Dormant Prune Crape Myrtles		1											1
IRRIGATION													
Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12
COLOR													
Spring			1										1
Summer						1							1
Winter										1			1
Gutters													
Clubhouse and Annex												1	1
De-Winteriztion/Winterization													
			1								1		1
Mulch													
Brown Hardwood	1												1

EXHIBIT D

Additional Services Available Outside Contract

The Services below are items that may be contracted between Rusticscapes and INDIVIDUAL RESIDENIAL HOMEOWNERS. Such contracted services are a contractual obligation between the CONTRACTOR and Homeowner (except as otherwise noted).

All backyard irrigation services are the responsibility of the Homeowner.

ASSOCIATION Responsibility for front yard irrigation services are subject to the inspection by CONTRACTOR after completion of Homeowner Work Order.

A.	IRRIGATION	COST
	Irrigation Repair	\$25 per hour
	Sprinkler Spray heads	\$10 each
	Rotors	\$15 each
	Winterization	\$35
	Valve Replacement	\$75
	Backflow Kit	\$75
	Backflow Replacement	\$200
	Controller	\$150
B.	BACKYARD MULCH	
	Brown Mulch	\$50 per cubic yard
	Black Mulch	\$60 per cubic yard
C.	OTHER OFFERED SERVICES	
	Homeowner Gutters	\$30 front / \$30 back
	Backyard Mowing (mow, edge, blow only)	\$40 per month / annual charge

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