

BROCK LANDSCAPES

LANDSCAPE MAINTENANCE AGREEMENT

APRIL 3RD, 2017 – OCTOBER 30TH, 2017

This agreement made this ___ day of _____, by and between, _____, and Brock Landscapes, LLC shall be in force from APRIL 3rd, 2017 to October 30th, 2017. This contract will be governed by the laws of the State of Colorado. Neither party may assign this contract without the written consent of the other party.

1. Scope of Work

To provide completed landscape maintenance which includes, start up of irrigation system, spring and fall cleanings of the landscaped areas, mowing all irrigated sod areas, picking up excess clippings, trimming turf areas, cleaning loose grass off sidewalks and driveways, returning loose rock and bark to appropriate areas, removal of trash and debris prior to mowing, inspecting and adjusting the irrigation controller and heads, inspecting system for any necessary repairs, edging along sidewalks, weed control, fertilizing, trimming of ornamental grasses and perennials. And winterizing of the irrigation system.

2. Requirements

Brock Landscapes, LLC will furnish all labor, tools, equipment, supervision and transportation required to maintain the landscape as specified in this agreement. Complete coordination between Brock Landscapes, LLC and the property owner and/or manager will be necessary.

3. Insurance

Brock Landscapes, LLC will carry complete and adequate insurances to conduct their business. All certificates will be available upon requests.

4. Warranty

Brock Landscapes, LLC does not offer any type of warranty, implied or expressed. Brock Landscapes, LLC does not warranty any acts of GOD, vandalism, regulatory acts of others, water restrictions or inclement weather, i.e. hail, drought, snow, ice, high winds, excessive rain, etc. or any other event that is beyond our control. The property owner and/or manager will be consulted to review any and all damages caused by any of the above. Brock Landscapes, LLC will be willing to provide an estimate for the repair/replacement of any damaged landscaping.

5. Damages

Brock Landscapes, LLC will be responsible for any damages caused to the property by its employees, subcontractors or workforce, while engaged in the performance of the duties outlined in the agreement and estimates. Normal wear, weathering and aging of the property will be considered in the determination of the extent of the damage. The cost of all repairs caused by Brock Landscapes, LLC, will be borne by Brock Landscapes, LLC, and the agents they arrange to repair such damage. Brock Landscapes, LLC reserves the right to a judgment hearing with the property owner and/or manager on questionable damages.

6. Weather Permitting

All items in this agreement are stated assuming that weather conditions are favorable. Brock Landscapes, LLC will not be held responsible, in any way, for the delays in the completion of specified tasks due to inclement weather conditions.

7. Termination of Agreement

Either party may terminate this agreement without cause, upon 30 days written notice to the other party. In the event of termination by either party, full payment for services preformed becomes due and payable on or before the date of termination.

8. Payment for Services

Invoices will be sent out at the end of every month. Any invoice unpaid after 15 days will result in an interruption in services until brought current.

9. Definition of Work

Lawn Care:

1. Mowing of all irrigated turf areas weekly with a cutting height of three inches.
2. Brock , LLC reserves the right to leave un-mowed any area that we feel would be unsafe to mow because of excessive wetness, areas under construction, areas in use at the time of mowing and areas with excessive pet waste.
3. All excess clippings will be picked up from site.
4. All turf areas will be trimmed weekly.
5. All loose grass will be cleaned off the walks and driveways.
6. Any loose bark or rock mulches will be cleaned off the walks and driveways and returned to the appropriate areas.
7. Prior to weekly mow, all trash and debris will be picked up from site.
8. Edging along the walks and driveways will be done bi-weekly.

9. Two complete aerations will occur. One between 4.13.17-4.24.17 and one between 10.19.17-10.30.17.
10. Three fertilization applications will be done to the turf areas during the contract term.

Weed Control

1. Weed control will be done bi-weekly, by hand liquid spray, in all of the non-turf areas such as planters, walks, driveways, and rock beds.
2. Every effort will be made to control grass and weeds growing directly in beds, shrubs, and ground cover, however, control of these weeds is not always guaranteed.
3. Spot spraying of noxious weeds and undesirable forms of grasses in turf areas to be done bi-weekly.
4. Any additional weed control is available on a time and materials basis.

Shrub Care

1. Brock Landscapes, LLC will prune shrubs from the ground up to 5 feet in height.
2. Shrubs will be pruned once in the spring growing season for an aesthetically pleasing appearance and once in the fall season.
3. Brock Landscapes, LLC will inspect the health of all plant material and make suggestions or recommendations for optimal growth of plants. Any dead plant material will be reported immediately along with an estimate for the replacement of the items.
4. Pruning trees and shrubs larger than 5 feet is optional and will be billed on a time, material and equipment basis.

Irrigation and Watering

1. Brock Landscapes, LLC will be responsible for activation of the irrigation system in the spring. All heads, nozzles and valves will be inspected at that time for proper operation and for any potential problems and possible repairs. Any repairs that are necessary to bring the irrigation system to an operating condition will be billed on a time and material basis. If repairs are not needed we will continue to set the irrigation controller and adjust the sprinkler heads. We will continue to monitor the system on a weekly basis to insure optimal operation, optimal coverage and optimal watering times to create a pleasing turf area. Brock Landscapes, LLC will notify the property owner and/or manager of any malfunctioning irrigation parts as soon as they are detected.

Required Signatures

1. The term of this agreement shall be in effect from April 3rd, 2017 through October 30th, 2017.
2. The signer(s) below represent that they have the authority to bind the entity they are signing for. The agreement is acknowledged and accepted by:

Property owner / acting manager

Date: __/__/____

Bill Brajkovich
Brock Landscapes, LLC

Date: __/__/____