AGREEMENT DETAILS

PLANT CARE

1. All plants will be trimmed to promote health and sustainability, promote blooming periods, maintain shape and intended growing space. Rejuvenation pruning is included in the monthly maintenance fee. All trimming will occur based on LandTech's horticultural-based calendar and schedule.
2. Plants will be cleared from all walkways, streets, curbing, and grass areas. Trimming near entry or exits shall be for proper clearance.
3. Propose to replace missing plant material when necessary.
4. Vines shall be pruned to control growth and direction, and shall not be allowed to grow over windows, doors or other structural features, unless directed so.
5. Established ground covers bordering sidewalks or curbs shall be edged as often as necessary to prevent encroachment.
6. Entire property will be inspected for trash and debris and will be disposed of every visit.

CHEMICAL FERTILIZATION

1. All applications of chemicals and nutrients will be applied according to LandTech's horticulture-based application calendar and schedule.
2. Pre and post emergent is included in the monthly fee as outlined in the Landscape science section of the proposal
3. Contractor shall practice applications per Integrated Pest Management (IPM) standards to perennials, ground covers, turf, shrubs, vines, and trees.

PEST AND WEED

1. All applications will be performed per state regulations. The schedule of these applications will occur according to LandTech's horticulture-based application calendar and schedule.
2. Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines, trees, turf, and granite areas. Nutsedge is not included in weed control and will be proposed separately.
3. All chemical controls must be applied under the supervision of a licensed and qualified pest control applicator, following the procedures set forth in the labeling of the product, as required by law.
4. Pre and post emergent is included in the monthly fee as outlined in the Landscape science section of the proposal

TREES

1. If Tree program is selected all trees shall be pruned to promote structural strength and to accentuate the natural form and features of the tree. Pruning will consist of removal of diseased, dead, damaged branches, thinning, reduced size, weight, improve stability, structure, aesthetic appeal, ground clearance, visibility, avoid breakage, competing limbs, crossed or rubbing branches.
2. If Tree program is not selected, all trees will be kept at a height of 8' for pedestrian and vehicular clearance.
3. Palm tree trimming will include removal of old fronds, flower stalks, seed pods, etc. Regular palm tree trimming will be performed per LandTech's horticulture-based application calendar and schedule.
4. Tree fertilization, nutrient, fungicide, and insecticide applications will be performed per LandTech's horticulture-based application calendar and schedule
5. All tree stakes and ties shall be maintained to properly support the tree. Any additional materials needed such as stakes and tie wire will be billed separately.
6. Propose to remove and/or replace fallen or missing trees when necessary.
7. In the event of an emergency/storm damage, all clean-up will performed immediately and billed with detailed photos, labor, and disposal fees.

TURF

1. All grass areas will be mowed and edged regularly and will be maintained at a desirable height as outlined by LandTech's horticulture-based calendar and schedule. Aeration and dethatching is included in the monthly fee.
2. Clippings can be left on the turf as long as no readily visible clumps remain on the grass surface after mowing. Excessive grass clippings shall be collected and disposed of. Adjacent sidewalks and streets shall be clean of clippings.
3. Contractor will edge tree rings and plant beds, and all buildings, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass will be edged.
4. The health of the turf will be monitored and proactively maintained per the LandTech maintenance and application calendars.

AGREEMENT DETAILS

IRRIGATION

1. Upon commencement of new agreement, LandTech will perform a complete irrigation inspection and provide a report of any and all repairs/ recommendations.
2. LandTech will continue to perform routine inspections, adjustments and provide recommendations/proposals for repairs needed to improve the irrigation system.
3. LandTech will program system to conform to seasonal and individual plant requirements using the least amount of water necessary to maintain the growth, health, and vigor of all landscape plant materials.
4. Emergency response team available 24 hours a day.
5. When a sufficient amount of rainfall has occurred, the contractor will turn off the irrigation system until it is necessary to water again.
6. Repairs to sprinkler equipment damaged by mowers or equipment operated by the contractor shall be the responsibility of the contractor, at no cost to the owner.
7. Irrigation labor hours will be billed at $62/hour. Emergency after-hour service calls will be billed at $93/hour.

ROCK AND PAVED AREAS

1. LandTech will Implement a chemical program to control and eliminate weed problems in rock and paved areas, which follows the LandTech Application schedule/calendar.
2. LandTech will perform necessary leaf blowing, removal of trash, dirt, and debris and rake gravel to clean, fresh appearance.
3. Propose to upgrade rock or replenish when necessary.
4. Paved sidewalks, medians, and paths shall be swept or blown off with a blower on a regular basis.
5. Litter and trash including leaves, rubbish, paper, bottles, cans, rocks, gravel, and other debris shall be removed from all rock and paved on a regular basis.

ANNUAL COLOR

1. Seasonal flowers will be replaced at a minimum of twice a year with seasonal color.
2. Beds will be maintained to promote health, color and beauty.
3. Flower replacement will be proposed if loss occurs due to irrigation failure, disease, insect damage, vandalism, or frost.

DOG STATIONS AND TRASH CANS

LandTech will monitor, empty, and restock trash cans and dog stations throughout the community weekly, or more, if needed.

30-DAY ACTION PLAN

If at any time either party is not satisfied, a 30-day written action plan will be provided. Each party will be given this time to address, correct, and execute the issues in the action plan. Upon completion of the 30 days, if either party is still not satisfied, a 30-day termination notice will be given.

SERVICE

Contractor will provide landscape maintenance and related services to Owner or its agent at the property as outlined by the LandTech maintenance and application calendars. Contractor may perform the services by any reasonable means and shall not be responsible for delay in performance beyond its control.

TERMINATION

This agreement shall be in effect for perpetually commencing upon approval and, if not terminated, shall continue thereafter. Owner may terminate this agreement by thirty (30) days written notice to contractor, if dissatisfied with the quality of services provided. Agreement may be terminated by 30 days written notice to the other party and may terminate services at any time upon thirty (30) days written notice for nonpayment, material breach, or termination for convenience. If relationship is terminated by either party, owner shall pay to contractor all unamortized costs as specified in corresponding documents.

AGREEMENT DETAILS

PRICING

The agreed price is contingent upon the service area and scope of work in the attached specifications. Should the contractor's operating cost fluctuate, upon notice to Owner, the Parties agree to negotiate a reasonable adjustment. Year over year, automatic 1.5% increase every 12 months for cost of living/inflation. If there is any change in said area or services, Owner and contractor agree to negotiate a reasonable price adjustment.

HOLIDAYS

Contractor is not obligated to perform services on nationally recognized Holidays. If emergency services are requested on said holidays, Owner shall be billed on an overtime basis.

INDEMNIFICATION

Contractor shall indemnify, and hold harmless Owner from loss, liability, cost, or expense (including reasonable attorneys' fees) for bodily injury, death, and property damage (herein referred to as "Claims") but only to the extent said claims are cause by negligence, misconduct of other fault of Contractor, its agents and employees which arise out of work performed under this Agreement. The foregoing provision shall only benefit owner if Owner notifies Contractor in writing of such Claims within 30 days of Claim being reported to Owner or its representative. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of other, fire, water damage, natural calamity, or causes beyond Contractor's reasonable control. Owner shall indemnify, defend and hold harmless Contractor from Claims for injuries to Contractor's employees and others resulting from the condition of Owner's premises or equipment except to the extent same are caused by Contractor's negligence or fault. Owner agrees to pay contractor amount specified above for the services provided. Payment shall be due upon receipt of invoice. Attorney's fees and costs of collection shall be recovered by contractor in the event Owner's account is referred to an agency or attorney for collection.

Owner agrees to keep its facilities in a safe condition and in conformance with Federal, State, and local law, ordinances and regulations. Owner agrees to indemnify and hold harmless Contractor from loss and liability (including reasonable attorney's fees) caused by failure to do so.

INSURANCE

During the term specified herein, Contractor agrees to maintain insurance for personal injury and property damage with $1,000,000.00 combined single limited liability per occurrence. Contractor shall furnish to Owner upon request a Certificate of Insurance verifying such coverage and documenting that 30 days' prior notice of cancellation will be sent to owner. Owner and Contractor waive both for themselves and on behalf of their respective insurers, all claims (and related rights of subrogation) against themselves, their agents, employees and affiliates, which would be coverable under a standard fire and extended coverage insurance policy.

BINDING

This Agreement shall encompass and bind the successors, facility managers, property agents, and representatives, of both Parties.

ENTIRE AGREEMENT

This Agreement contains the complete agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no agreements or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument, signed by both parties. In the event of conflict between any of the provisions contained in this Agreement and the attached specifications, the former shall be honored.

ADDITIONAL SERVICE PRICING

1 gallon Plant Installed	5 Gallon Plants Installed	15 Gallon Trees Installed	24" Box Trees Installed	36" Box Trees Installed	Irrigation Repair (business hours)	Irrigation Repair (after hours)	Emergency Tree response (business hours)	Emergency tree response (after hours)
Bid	Bid	Bid	Bid	Bid	$54	$75	$75	$100

ANNUAL PROGRAM

Customer: SUNRISE CANYON

Address: 1758 S. Pinto Dr, Apache Junction, AZ 85120

Contact: Chris Donahue

Phone: 480-889-5084

Email: Chris.Donahue@brownmanagement.com

Date: 8/19/22

LANDTECH
480-249-3555
info@landtechnetwork.com

Select each program to be performed as outlined in attached proposal, agreement details.

PROGRAM	ANNUALLY	MONTHLY	SELECT
Maintenance	$ 63,503.96	$ 5,292.00	☐
Overseeding	$ 3,308.00	$ 275.67	☐
Tree Trimming	$ 22,880.00	$ 1,906.67	☐
All-Inclusive Total	$ 89,691.96	$ 7,474.33	☐

APPROVED: DATE:

START DATE: