### Landscape and Maintenance Contract

AGREEMENT entered into as of this 31st	day of July	2021	between	Rusticscape	es	
a Texas Corporation hereinafter called "CO	NTRACTOR"	and _	Bellavita at	Green Tee	a	Texas
Corporation, hereinafter called "ASSOCIATI	ON".					

#### 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 <u>1548 North Riveria Circle</u> a property in Pearland, Texas, hereinafter called the "PROPERTY".

In consideration of the mutual promise 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 (Exhibit "B"), shall be the sum of \$408,778.66 based on 42 trips per year

CONTRACTOR shall submit invoices to **ASSOCIATION** on a monthly basis for all services performed the 1<sup>st</sup> of the month being serviced. 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.

- 4. TERM OF AGREEMENT: The term of this Agreement shall be for a period of sixty (60) Months, beginning the <u>1st</u> day of <u>January 2022</u>.
- 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: CONTRACTOR agrees to monitor all automatic irrigation system as to proper frequency and duration of supplemental watering. CONTRACTOR will promptly notify **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 board "A"— In addition a monthly activity report will be submitted to the board.
- 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 polices satisfactory to the ASSOCIATION, its officers, directors, shareholders, partners, employees and agents (the ASSOCIATION, is officers, directors, shareholders, employees and agents are hereinafter referred to collectively as the "Indemnities"). 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, flood, 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.

Ds M

### SCHEDULE OF INSURANCE COVERAGES

Coverage

Minimum

#### Amounts and Limits

A. Worker's Compensation Worker's Compensation Employee's Liability

Statutory Limits \$100,000

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

#### 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 indemnities as additional insures, contain a Waiver of Subrogation in favor of the Indemnities, 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 Property Damage single limit \$1,000,000 combined

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 Indemnities as additional insured's and contain a Waiver of Subrogation in favor of the Indemnities.

#### D. Umbrella Excess Liability Insurance



Bodily Injury/Property
Damage (Occurrence Basis)

\$1,000,000 combined single limit

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

#### LANDSCAPE MAINTENANCE TASK DESCRIPTIONS

#### EXHIBIT "A"

(all is in accordance with the scope of work Exhibit B)

#### 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

### 2. SHRUB AND GROUND COVER CARE

A. PRUNING (shrub): All shrubs shall be pruned to remove dead and damaged wood to allow

M M

4 | Page

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 balance fertilizer will be used according to the needs of the property. All applications will be applied immediately after moving 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

#### 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".

MM 5|Page

- 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 are allowed. Hand weeding will be performed
- B. MULCH CONTROL: Application of composite shredded bark mulch will be applied at an average 2" depth standard, and will be performed

#### 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. Check clock setting, clock operation, head evaluation and coverage, valve function, rain sensors, 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 **ASSOCIATION.**
- 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**

 Annual Front Yard Contract Price w/out Tax:
 \$ 304,427.86

 \_Monthly Cost w/out Tax:
 \$ 25,368.98

 Common Areas Contract Price w/out Tax:
 \$ 104,350.80

 \_Monthly Cost w/out Tax:
 \$ 8,695.90

 Contract \$408778.66 Tax rate 8.25% \$33,724.23
 \$ 442,502.89

**ACCEPTANCE:** 

ASSOCIATION: TO THE TOP OF THE TO

Date: 8/11/2021

Contractor: Rusticscapes LLC

<u>James Economy</u> PO Box 1155 Bellville TX 77418

Date: 6/28/21

Rusticscapes

# Exhibit B

# **Front Yards**

## SCOPE OF WORK

FUNCTION	JA N	FE B	MA R	AP R	MA Y	JU	IU	AŲ G	SE P	OC T	NO V	DE C	CYCL ES
TURF GRASS						100							
30" Push Mowing/Edging/Line Trimming/Clean-up	2	2	2	5	4	4	5	4	5	4	2	3	42
TURF GRASS FERTILIZATION, INSECT & WEED CONTROL		Logic	3			ASSESSED NO.							
Round One plus pre-emergent		-	1	1									1
Round Two plus insecticide		-		Į.	1								1
Round Three plus fungicide						again.	li de	acress.	1	Sign 1			1
Fire Ant Control as needed					AR.				its.	聖威			
Herbicide Hard Services	1	1	1	1	1	1	1	1	1	1	1	1	12
SHRUBS, BEDS, GROUNDCOVERS	S T												À
Hand Weeding	2	2	2	5	4	4	5	4	5	4	2	3	42
Shrub Pruning (Tip Pruning only)				1		1	1.45	1		1			4
BED FERTILIZATION													
Fertilization			1		1				1				3
SITE SUPERVISOR	2	2	2	5	4	4	5	4	5	4	2	3	42
			-			1						-	
MULCH					1								
Brown Hardwood	1												1

m Ds M M

# Exhibit B (continued)

# **Common Areas**

Scope of Work

FUNCTION	JA N	FE B	MA R	AP R	MA	N JU	]U	AU G	SE P	OC T	NO V	DE C	CYCL ES
TURF GRASS						4							
Mowing/Edging/Line Trimming/Blowing	2	2	2	5	4	4	5	4	5	4	2	3	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	1	2	2	2	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				No.	155,500								
Round One plus pre-emergent			1	1									1
Round Two plus insecticide					1				SF EXE	isa.			1
Round Three plus fungicide	N. Salah								1		late		1
Fire Ant Control as needed													
Herbicide Hard Services	1	1	1	1	1	1	1	1	1	1	1	1	12
SHRUBS, BEDS, GROUNDCOVERS													
Hand Weeding	2	2	2	5	4	4	5	4	5	4	2	3	42
Shrub Pruning			1	1	1	1	1	1	1	1			8
Roses		1			1				1				3
Azaleas (after bloom)			1						45000				1
Fertilization			1		1				1				3
TREES		_a=123			7453								
Dormant Prune Crape Myrtles	1	1		TO SE									1
IRRIGATION				1 23%	19	b A		9					100
Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12
COLOR		T											
Spring		- W-3 <sup>rd</sup>	1			1	198						1
Summer						1		the		2			1
Winter		94.								1			1
Gutters	-	The artist											
Clubhouse and Annex	1887											1	1
	1010 - 4750 1111	All of	The	1	10	7	diff.		111	STATE OF THE PARTY	A Comment	The of	
De-Winterization/Winterization	127		1	9				- 55		98	1		1

MM

PO BOX 1155 Bellville, TX 77418

Mulch							
Brown Hardwood	1						1

m m



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER					CONTAC NAME:	ose vaso	uez							
StateFar	m Jose vasquez				PHONE (A/C, No, Ext): 832-804-8131 FAX (A/C, No): 832-804-8133									
	8811 westheimer rd suit	205			E-MAIL ADDRESS: jose.vasquez.kiuk@statefarm.com									
	houston tx 77063					***************************************	URER(S) AFFOR	DING COVERAGE		NAIC #				
					INSURER A: statefarm fire and casualty company 25									
INSURED					INSURER B:									
	RUSTIC SCAPES LLC				INSURE	V								
	5250 Brittmoore Rd				INSURE									
	HOUSTON TX 77041				INSURE									
					INSURER F:									
COVERA	GES CER	TIFIC	ATE	NUMBER:	INOUNE			REVISION NUMBER:	Lammid					
INDICATI CERTIFIC EXCLUSI	TO CERTIFY THAT THE POLICIES ED. NOTWITHSTANDING ANY RE CATE MAY BE ISSUED OR MAY I IONS AND CONDITIONS OF SUCH	QUIR PERT POLIC	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS.	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS				
INSR LTR		INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT						
X c	OMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00	0,000				
	CLAING-IVIADE							MED EXP (Any one person)	\$ 5,00	0				
				90-GB-W933-5		05/10/2021	05/10/2022	PERSONAL & ADV INJURY	\$ 1,00	0,000				
GENT	AGGREGATE LIMIT APPLIES PER:			A Property Control of				GENERAL AGGREGATE	\$ 2,00					
	OLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000				
	OTHER:								\$					
-	MOBILE LIABILITY			3911088-E13-53		05/13/2021	11/13/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000				
A	NY AUTO							BODILY INJURY (Per person)	\$					
C	WNED SCHEDULED			2985452-A10-53D		07/10/2021	01/10/2022	BODILY INJURY (Per accident)	\$					
VH	UTOS ONLY HIRED  NON-OWNED			2471124-A14-53E		07/14/2021	01/14/2022	PROPERTY DAMAGE (Per accident)	\$					
A	AUTOS ONLY			2194516-D31-53K		04/09/2021	10/31/2021	(r er accident)	\$					
U	IMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$					
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	s					
								110011201112	\$					
	DED RETENTION \$ ERS COMPENSATION							X PER OTH-		- wasted				
1 Proceedings	MPLOYERS' LIABILITY ROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	s					
OFFICE	ER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	-					
If yes, o	describe under							E.L. DISEASE - POLICY LIMIT	\$					
DESCR	RIPTION OF OPERATIONS below		<del> </del>					E.E. DIGEAGE -1 GEIGT EIMIT	Ψ					
DESCRIPTION	ON OF OPERATIONS / LOCATIONS / VEHIC	IEC /	ACOR	0 101 Additional Pamarke School	ule may	he attached if mo	re space is requi	ired)						
2233111113		,			,									
CERTIFIC	CATE HOLDER				CAN	CELLATION			14.00	55. W. 1. 15. 57. 15. 58. 15. 1				
CERTIFICATE HOLDER  Bellavita						OULD ANY OF	THE ABOVE	DESCRIBED POLICIES BE HEREOF, NOTICE WILL CY PROVISIONS.						
	Johanna				AUTHO	ORIZED REPRES	ENTATIVE							
										-				

© 1988-2015 ACORD CORPORATION. All rights reserved.