

Texas Turf Management

P.O. Box 482
Hockley, TX 77447
1-855-Go-All-Green O/F
713-859-3658 (Nolan)

This Agreement, made and entered into this 1st day of February, 2018 between Texas Turf Management and The Hayworth.

(Owner/Price Contractor) herein termed "Owner", Mail Address: 1414 Wood Hollow, Houston, TX 77057 Email: thehayworthmgr@greystar.com

(In this consideration of the mutual covenants contained in this agreement, Owner and Contractor agree as follows:)

Scope of Work

Texas Turf Management will furnish all labor and equipment as necessary to provide complete and continuous maintenance of all trees, shrubs, groundcover, turf areas, and all other work connected thereto, as specified below.

Materials

All materials are the best available. Commercial fertilizers, insecticides, fungicides will bear manufacturers label and guaranteed analysis.

A. Water - Owner to furnish

B. Fertilizers - Shall be commercial mixed granules or pellet fertilizer, of which not less than 25% of the total Nitrogen shall be slowly soluble. It shall be uniform, free flowing and suitable, for application.

Insecticides, Herbicides, Fungicides

TURF - USS Agrichemicals or approved equal.

Shrubs, trees, groundcover areas - Roundup Products or approved equal.

Weed killing sprays to be clear, non-staining.

Services to be Provided

Lawn care - Maintain lawns in healthy growing condition by performing the following operations.

- Mowing and edging once each week, this provides approximately 42 trips per year. (weather permitting). Weekly landscape maintenance visits missed by Texas Turf Management due to rain or inclement weather will be made up with additional hours on future visits. No credits will be given as a result of poor weather conditions.
- Remove all clippings from walks, driveways, parking lots, and roads that are a result from above work after completion. Clippings need not be removed from lawn unless the clippings appear to be detrimental to the appearance of the project.
- Texas Turf Management fertilizes small trees, shrubs, ground covers, and turf areas twice a year included in contract. The third treatment is available for an additional charge. Texas Turf Management uses a top of the

Disease and fungus problems shall be brought to owner's attention with treatment solution and price for application presented for approval.

Initial Maintenance – Clean up if needed.

Tree pruning of any growth above 8 feet in height.

Replacement of Material: Remove dead plants and replace with material all of, the conditions the Contractor would not be responsible for if plants or turf would die.

The following is a list of, but not necessarily all of, the conditions the Contractor would not be responsible for if plants or turf would die:

Standing water, or overly wet conditions, soaps and cleaning fluids, etc. from maids, physical damage from people or, pet droppings, storm damage, freeze damage, outbreak of disease or infestations where control is impossible.

Irrigation System: Damage not resulting from Texas Turf Management's negligence will be reported promptly to Owner with estimate of cost for correction for Owner's approval.

Texas Turf Management is not responsible for loss related to "Acts of God" (such as freeze, hurricane, flooding, drought, tornado, hail, rain, etc.). Texas Turf Management is not responsible for damage to property from loss of control of vehicles by third parties, water being cut off, contractors not subcontracted directly by Texas Turf Management, or other actions not directly caused by Texas Turf Management.

TERMS:

The term of this agreement will be for one year, commencing February 1, 2018 and termination on January 31, 2019 unless canceled on 30 day written notice. This agreement shall automatically be renewed for an additional year, year to year thereafter, unless Owner notifies contractor in writing at least ten (10) days prior to the end of a contract year that Owner elects not to renew the agreement. Excluding changes in pricing or expansion of the client's scope of services.

20% - The payment for Contractor's services need be made as follows: Weekly trip Cost: \$120 Payable in 12 equal installments of \$420 (Plus Tax) TERMS: Net 30 Days.

50% - The payment for Contractor's services need be made as follows: Weekly trip Cost: \$300 Payable in 12 equal installments of \$1,050 (Plus Tax) TERMS: Net 30 Days.

75% - The payment for Contractor's services need be made as follows: Weekly trip Cost: \$450 Payable in 12 equal installments of \$1,575 (Plus Tax) TERMS: Net 30 Days.

100% - The payment for Contractor's services need be made as follows: Weekly trip Cost: \$600 Payable in 12 equal installments of \$2,100 (Plus Tax) TERMS: Net 30 Days.

Signed this 4 Day of JAN 2018

Texas Turf Management

For: The Hayworth

By: 
(Nolan Butterfas)

By: 
(Owner-Prime Contractor)