



THE PROFESSIONAL LANDSCAPE MANAGEMENT PEOPLE

## RIVER OAKS HOMEOWNERS ASSOCIATION

### Aquatics Management Contract

**Submitted to:**

River Oaks Homeowners Association  
C/o: Mr. Kevin Bruch  
PO Box 40956  
Charleston, SC 29423

Date: February 8, 2016  
Job Site: R.O.H.A.

Lawn-O-Green, Inc. proposes the following services for River Oaks Homeowners Association, hereafter referred to as "Association" and Lawn-O-Green, hereafter referred to as "Contractor."

Services and materials shall include the following, and are summarized on the enclosed "Services Schedule."

**Service Schedule:**

- (1) The ponds shall be serviced "**monthly**" during twelve [12] annual visits.

If inclement weather requires cancellation of the scheduled service it will be re-scheduled.

**Contractor Performance:**

- (2) Contractor shall perform all work required to meet requirements of stated specifications. Work shall be performed in a courteous, diligent, and professional manner. Work shall be staged from locations which do not interfere with residents.

Employees shall wear Company uniforms and maintain a neat, professional appearance.

Equipment/Workforce:

- (3) Contractor agrees to furnish all equipment, maintained in good repair, necessary to accomplish specifications included herein.

A competent, qualified and experienced crew shall comprise the workforce. Contractor agrees to furnish necessary safety equipment, and accept responsibility for posting appropriate traffic warning and control signage.

Aquatic:

- (4) Aquatic services for weed and Algae control are recommended monthly for ponds in Marsh Hall. Services shall be performed by licensed and experienced technicians.

Additional Services:

- (5) Services and materials not specifically stated within this proposal shall be considered "extras" and be invoiced at a pre-determined "hourly" rate. Contractor shall furnish Management with a detailed estimate for requested work. Upon authorization and successful completion of work, an invoice shall be submitted by Contractor for payment.

Licenses and Permits:

- (6) Contractor shall maintain and comply with all City, State, and Federal government regulations, in addition to requirements of other applicable laws.

A copy of our commercial pesticide applicator's license is enclosed.

Communication:

- (7) Regular and constructive communication shall be maintained between Contractor and Association's designee.

A Lawn-O-Green owner shall assume Contract management responsibilities. The landscape maintenance crew will be led by a supervisor who shall maintain a detailed log of services performed. Contractor shall submit a monthly report of services performed to Association, if requested.

**Liability:**

- (8) Damage to personal or River Oaks Homeowners Association property from the improper use of chemicals, machinery or tools shall be the responsibility of the Contractor to remedy or repair.

Contractor will accept responsibility for damage to real or personal property which is witnessed, or physical evidence exists, to support liability during performance of duties. The crew supervisor should immediately report any "known damage" of personal or real property to Association's designee. The designee should report any claim to the assigned Lawn-O-Green administrator. After verification, immediate action will be initiated to correct the problem.

A certificate of insurance, naming River Oaks Homeowners Association as "certificate holder," which meets Association requirements, has been furnished.

Contractor limits responsibility to workmanship and materials specifically **stated** or **implied** within the basic contract. Additional work or materials shall be considered **independent**.

**Cancellation:**

- (9) The contract may be cancelled by neither party for breach of specifications stated herein, and approved via signatures of the **Contractor and Association**. The cancellation becomes official after the aggrieved party issues specific grievances, in writing, and allows a reasonable time frame for satisfactory correction. If satisfactory resolution is not attained within the negotiated period the cancellation becomes effective by issuing a thirty [30] day written notice, delivered by certified mail.

**Contract Inception / Renewal:**

- (10) The contracted period shall commence **January 1, 2016**.

The contract shall renew on the anniversary date, for a negotiated monthly fee, unless a sixty [60] day notice of **non-renewal** is received via certified mail.

**Invoicing:**

- (11) Commercial accounts are invoiced on the 20<sup>th</sup> day of the month prior to work being performed. Payment should be received not later than the 10<sup>th</sup> day of the month after services are rendered.

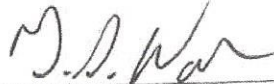
**Fees:**

(12) Lawn-O-Green, Inc. agrees to perform the landscape services specified here in during twelve [12] annual visits for a monthly fee of \$125.00 [One Hundred Twenty Five Dollars].

**Authorization:**

(13) Terms, conditions, and pricing are valid for sixty [60] days from the date of receipt of this proposal.

Authorized Signature:



Lawn-O-Green, Inc.

Date: 02/08/16

**Acceptance:**

(14) Specifications, conditions, and terms contained within this proposal are acceptable. The authorized signature below hereby approves this proposal as a legal and binding document, subject to all applicable Laws of the State of South Carolina.

Authorized Signature:

*Kevin Bruch*  
Kevin Bruch  
River Oaks Homeowners Association

Date: 2/9/16