



River Oaks HOA

**Exhibit A**

3/10/2020

Place	River Oaks HOA	Company	River Oaks HOA
Physical Address	Appian Way North Charleston, SC 29420		

	Annual Included Price	Monthly Price
<b>INCLUDED SERVICES TOTAL</b>	<b>\$ 36,000.00</b>	<b>\$ 3,000</b>

*See Exhibit B, C, and D for details*

**ADDITIONAL SERVICES (Items not included in monthly price)**

Description	Price
Pinestraw Installed: \$6.50 Per Bale (approx. 800 Bales)	\$ 5,200.00
Annual Flowers: Spring/Fall- \$6.50 Per Sq. Foot	\$ -
Placement TBD- (Monument Sign Entrances)	
Landing Parkway to Winfield (Appian HOA)	\$ 3,600.00

**SPECIAL CONDITIONS**

Park Forest Road -HOA Space (Owned By Individual Homeowners) Approx 3 acres of Turf:  
Can be Invoiced Separately: Approx \$3,600.00 Per Year..

by	Gus Samartzis	Title	Business Development Manager
		Date	3/10/2020

**SIGNING BELOW ACCEPTS THE INCLUDED SERVICE TOTAL AMOUNT, SPECIFICATIONS (Exhibit B), AND TERMS & CONDITIONS (Exhibit C)**

by	 Darrel McKeown	Title	HOA- BOARD REPRESENTATIVE
		Date	3/11/2020

**CONTRACT START DATE:** 4/1/2020

**Exhibit B**

3/10/2020

**Included in  
Contract****SERVICE SPECIFICATIONS**

<b>Site clean-up</b>	General site clean-up each visit includes policing of all maintained areas for the removal of paper, cans, bottles, sticks, leaves, and other debris. A complete blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas. Parking lot areas will be kept clean of organic material within fifteen feet (15') of curbs and planted areas.	<b>Yes</b>
<b>Turf Mowing</b>	All turf areas shall be mowed as needed throughout the year to maintain height by turf species: Warm season turf 1.5 to 2.5 inches. Cool season turf 3 to 4 inches. Utility turf will be maintained at the optimal aesthetic height. No more than 1/3 of the leaf blade will be removed with each frequency. Warm season turf will be scalped in late winter to remove previous season growth. Excessive grass clippings within turf or beds will be removed or distributed evenly after each mowing occurrence.	<b>Yes</b>
<b>Edging</b>	Turf adjacent to curbs or sidewalks and beds will be mechanically edged as needed to maintain a neat and clean appearance.	<b>Yes</b>
<b>Tree pruning</b>	Remove crossing, dead, dying or diseased branches, water sprouts, sprouts at or near the base of the tree trunk, branches that form with narrow angled crotches, branches damaged in storms or by other means. To a maximum of 12 feet height.	<b>Yes</b>
<b>Shrub pruning</b>	Shrubs will be pruned to maintain specific plant species requirements (This may include thinning, shearing, and structural pruning). To a maximum of 12 feet height. This specification does not include rejuvenation of previously neglected shrubs. While pruning may be possible, rejuvenation is available at an additional cost.	<b>Yes</b>
<b>Groundcover pruning</b>	All groundcovers shall be maintained within their borders and kept neat at all times. Perennials and ornamental grasses shall be pruned back in early spring, or as dictated by plant species	<b>Yes</b>
<b>Fire Ant Management</b>	Fire ants are invasive pests, which are extremely difficult to control and nearly impossible to eradicate. Fire Ant baits shall be applied as necessary in an attempt to mitigate overall populations.	<b>Yes</b>
<b>Bed Weed Management</b>	Herbicides will be applied to weeds in bed and pavement areas. Mechanical removal of weeds will be done as needed.	<b>Yes</b>
<b>Leaf clean-up</b>	Fallen leaves on turf and planted beds will be collected and removed from site no less than (4) times per year. Weekly dispersal of leaves from focal areas, formal areas, and turf areas to prevent heavy build-up and damage to plant material.	<b>Yes</b>
<b>Turf Program</b>	Round 1: Cool - Fertilizer Application; Cool and Warm - Herbicide application to control emerged broadleaf weeds; Cool and Warm - Herbicide application to prevent crabgrass and other summer annual weeds. Round 2: Cool and Warm - Fertilizer Application; Cool and Warm - Herbicide application to control emerged broadleaf weeds. Round 3: Warm - Fertilizer Application. Round 4: Cool and Warm - Winter conditioner fertilizer application; Warm - Herbicide application to prevent annual bluegrass and other winter annual weeds (3 Applications Included)	<b>Yes</b>

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**Exhibit B con't**  
 3/10/2020

<b>Ornamental Fertilizer</b>	A complete fertilizer of which 50% of the Nitrogen is derived from natural organic sources of ureaform. The fertilizer will contain by percentage the following: 10% Nitrogen, 10% Phosphoric Acid, and 10% Potash. Fertilizer will be applied in a granular form spread over the surface of the ground and mechanically or hydrolically removed from plant surfaces. Fertilizer will only be applied to those plants exhibiting signs or symptoms of nutrient deficiency.	Yes
<b>Ornamental Insect and Disease Monitoring</b>	All trees, shrubs and groundcovers shall be monitored bi-monthly for evidence of insect and disease activity. We utilize a program of Integrated Pest Management (IPM) instead of calendar, blanket pesticide applications. Insect and disease activity shall be treated on a case-by-case basis, and billed separately. This service is for monitoring only, not for treatment.	Yes
<b>Evaluate Irrigation System</b>	Turn on all water supplies, set proper timer settings, adjust all heads and inspect the entire irrigation system to ensure proper operation. Inspect the entire system for proper operation and coverage. Heads shall be adjusted and timer settings made for optimal performance. Any defects or necessary repairs will be noted and proposed. Any irrigation components damaged by Baytree Landscape will be repaired at no cost to the Customer.	Yes
<b>Schedule Irrigation System</b>	The irrigation system shall be regulated to provide approximately 1" of water per week during the growing season. The frequency and amount of water required will be determined by current weather conditions.	Yes
<b>Winterize Irrigation System</b>	Shut off all water supplies at the source, drain all lines, Baytree Landscape Contractors shall not be responsible for damage to the irrigation system in the event system is turned on by other individuals after system has been winterized.	Yes
<b>Pine Straw</b>	Pine straw shall be installed at a depth of three inches, which will settle to an average depth of two inches. Sticks, pinecones and other foreign matter shall be removed. All bed lines shall be tucked. All resulting debris will be removed.	Per Service
<b>Spring Seasonal Color</b>	Remove existing plants. Prepare soil by trenching perimeter and deeply digging to a minimum of 6 inches to aerate and loosen soil. Fertilizer shall be top-dressed over bed areas at the rate of three (3) pounds of timereleased, high phosphate fertilizer per 100 square feet. Entire bed shall be mulched to a minimum depth of 1inch.	Per Service
<b>Fall Seasonal Color</b>	Remove existing plants. Prepare soil by trenching perimeter and deeply digging to a minimum of 6 inches to aerate and loosen soil. Fertilizer shall be top-dressed over bed areas at the rate of three (3) pounds of timereleased, high phosphate fertilizer per 100 square feet. Entire bed shall be mulched to a minimum depth of 1inch.	Per Service
<b>Seasonal Color Maintenance</b>	Maintenance of seasonal color includes the following services: All plants shall be fertilized with a combination of liquid and granular fertilizers. Fertilizers shall contain a high level of phosphorous to promote root growth and flower production. Preventative insecticides and fungicide will be applied. Any disease or insect outbreak will be treated with additional applications as needed. Spent blossoms will be removed from all appropriate flowering annuals on an as needed basis. This service is included with both Spring and Fall Seasonal Color Installation.	Per Service



**TERMS AND CONDITIONS**

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Agreement between:

Baytree Landscape Contractors  
5830 E Ponce de Leon Ave  
Stone Mountain, GA 30083

River Oaks HOA

hereafter referred to as "Baytree"

hereafter referred to as "Customer"

- 1) Baytree agrees to furnish to Customer all labor, equipment, materials and supplies required to perform the included services described in Exhibit B for the included price set forth in Exhibit A.
- 2) This agreement shall be in effect as of the contract start date specified on Exhibit A, shall continue in effect until either party give to the other at least thirty (30) days written notice of its desire to terminate. Customer recognizes that the equal monthly payments made to Baytree for monthly service are not a true representation of the actual amount of work performed in each given month. Customer agrees to tender payment in full for all goods and services received. In the event that the price of installation of seasonal color, mulch, pine straw, turf program, or other goods included as part of the equal monthly payments, Customer agrees to pay in full any outstanding balance for such services at time of termination. This Contract will renew for a period of one (1) year from each anniversary date unless terminated or modified.
- 3) Invoices are payable upon receipt and are due in full on the 15th of each month. Baytree reserves the right to suspend or terminate service on Customer if balance is outstanding for more than forty-five (45) days. Customer agrees to pay Baytree all costs, including attorney's fees incurred by Baytree in collecting any overdue balance. Failure of Baytree at anytime to exercise its rights hereunder shall not be construed as a waiver of such rights or as a bar to the later exercise thereof. We reserve the right to lien property for improvements made by Baytree.
- 4) If Customer takes exception to any service performed or claims that Baytree has failed to perform any services, such exception or claim must be submitted in writing to Baytree within five (5) business days, or services in question shall be deemed accepted by Customer. In addition, Customer agrees to allow reasonable time for exception or claim to be rectified by Baytree.
- 5) In the event of a natural disaster such as ice storm, severe freeze, high winds, or 'Acts of God' Baytree will not be responsible for any clean up outside of the scope of this contract. Baytree will provide service upon request of the Customer at an additional agreed compensation.
- 7) The prices provided in this Contract are valid for a period of sixty (60) days from the date herein. Should the contract fail to be executed within this period, Baytree reserves the right to withdraw or modify the prices presented herein.