



Landscape Maintenance Contract 2018

October 6, 2017

Montclair HOA
805-872 Montclair Dr.
Palisade, CO 81526

The following contract is to provide landscape maintenance services for Montclair HOA located at 805-872 Montclair Dr. Palisade, CO 81526

The contract is for one season from March 1, 2018 through November 30, 2018

Turf Care:

Mowing, Trimming, Edging, Blowing (32x March - October)	\$11,520
Fertilization (4x March, May, July, Oct.)	\$1,000
Spring Aeration (April)	\$300
Total	\$12,820

Tree, Shrub & Bed Care:

Manual Weeding (32x weekly)	\$1,280
Spring Clean up (Clean up leaves and debris)(March, April)	\$2,180
Fall Clean up (Clean up leaves and debris)(Oct, Nov, Dec.)	\$2,435
Pre-emergent for beds (1x March)(See General Conditions Item #)	\$465
Post-emergent for beds (8 monthly visits April - October)	\$1,230
Plant Fertilization (1x May)	\$440
Spring Pruning (1x March - April)	\$1,499
Summer Pruning (1x July-Aug)	\$1,045
Total	\$10,573

Irrigation Service:

Spring Start up - (Start system, check system, program controller)(April)	\$337
System Checks - (28x Check heads and emitters weekly, program controllers)	\$2,366
Fall Winterization - (Late October, Nov.)	\$319
Total	\$3,022

Total Cost for your Landscape Maintenance Services	\$26,415
Monthly charge for 9 month contract (March- November)	\$2,935

General Conditions:

1. The above work is based on one annual season of service set upon the acceptance of the contract. Services will begin on March 1, 2018 (Start date may vary due to weather conditions). Client may choose to pay for the total cost of services or choose a monthly payment. Billing for the monthly plan will be sent out at the end of each month and are due upon receipt.
2. The above stated work will be conducted on a set schedule, excluding the 4th of July where all operations will be suspended.
3. **Additional Cost:** All irrigation repairs are not included as a part of this contract and will be billed out on a time and materials basis at a rate of \$55.00 per man hour. Repairs include but are not limited to mainline, lateral line or drip line breaks. Cleaning and replacement of heads and nozzles. Backflow preventor or pump repairs. Valve replacement or repairs.
4. **Additional Cost:** For any pruning outside the scope of the contract which is requested by the client, clients agent or representative will be billed on a time and materials basis at \$40.00 per man hour.
5. **Additional Cost:** Any hand weeding outside the scope of the contract which is requested by the client, clients agent or representative will be billed on a time and materials basis at \$40.00 per man hour.
6. **Pre-Emergent Herbicides:** Pre-emergent herbicides are recommended to prevent the germination of weeds seeds. This herbicide needs adequate water in order to be pushed into the soil to prevent these seeds from germination. There is no guarantee that this product or its application will prevent any / or all weed seeds from germination. When product does get activated by water though rainfall or irrigation it will only kill 90% of those seeds.
7. **Post emergent herbicides:** Post emergent herbicides are recommended when weeds and grass have already germinated. Application is completed through the use of a backpack sprayers or truck mounted sprayers by spot spraying individual weeds or blanket spraying entire areas. This herbicide needs 24 hours to dry and soak into weeds in order to be effective. Bookcliff Gardens makes every effort to perform this service with the weather in mind to make sure this service is fully effective. We cannot guarantee a 100% kill rate in the event of a brief rain or when irrigation is turned on before the 24 hour period is up.
8. **Limited Liability:** It is hereby agreed that Bookcliff Gardens, LLC. will not be liable for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages relating in any manner to any pre-existing conditions, known or unknown, which may exist at the time of this contract being entered into. This includes stuck irrigation valves, unadjusted sprinkler heads, stressed, diseased or dying plant material or turf.
9. Failure of client to make payments when they are due shall be cause of the suspension of services and/or termination unless Bookcliff Gardens, LLC. Has been paid the full amount due. Bookcliff Gardens, LLC. shall be entitled to collect all reasonable expenses and costs associated with the collection of the debt including but not limited to attorney and legal fee's.
10. A finance charge of 2% per month (24% APR) will be added to any account not paid within 30 days of request.
11. Payment made with a credit or debit card will be charged an additional 3% for processing.
12. A fuel surcharge will be applied if the cost of fuel rises above \$3.60 per gallon in the greater Grand Junction area. This charge will be assessed on a monthly basis at five percent (5%) of that months normal billing amount. Subsequently if fuel costs rise above \$4.00 per gallon. Bookcliff Gardens LL. reserves the right renegotiate this surcharge rate during the current season.
13. **Contract Modifications:** No modifications, amendments, renegotiating, or other alterations may be made to this contract unless agreed upon by Bookcliff Gardens, LLC and the client in writing.
14. Management / Owner shall designate a single spokesperson or management representative as the sole contact for Bookcliff Gardens, LLC. Contact may be made to Bookcliff Gardens, LLC. During normal business hours by calling 970-242-7769. For any emergency's outside normal business hours please contact Bookcliff Gardens, LLC. at 970-270-8467
15. **Termination of Contract:** Either party may terminate this contract, without cause, by notice in writing to the other party. Notice shall be given thirty days. Prior to the effective date of termination unless earlier as mutually agreed upon. Upon termination Bookcliff Gardens, LLC will be paid for service completed to date.

Please indicate method of billing by initialing the appropriate box

Email my invoice

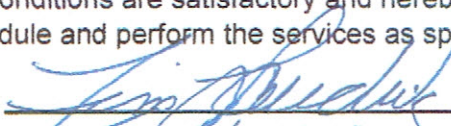
Mail my invoice

Email Address:

Acceptance of Contract:

The above prices and conditions are satisfactory and hereby accepted. I authorize Bookcliff Gardens, LLC. To schedule and perform the services as specified by this contract.

Authorized Signature:


Tim LAUDICK

Date:

1/25/2018

Printed Name:

Respectfully Submitted,



Russ Swanson

Landscape Maintenance Manager

Bookcliff Gardens, LLC.



Kyle Kirch

1/25/2018