



Bookcliff Gardens
nursery & landscape

Landscape Maintenance Contract 2019-2020

March 4, 2019

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 two seasons from March 1, 2019 through November 30, 2019 and March 1, 2020 through November 30, 2020.

Turf Care:

Mowing, Trimming, Edging, Blowing (28x April - October)	\$12,038
Fertilization (4x April, June, August, October)	\$1,490
Spring Aeration (April)	\$360
Total	\$13,888

Tree, Shrub & Bed Care:

Manual Weeding (28x weekly)	\$1,260
Spring Clean up (Clean up leaves and debris, pruning)(March)	\$2,105
Fall Clean up (Clean up leaves and debris)(Oct, Nov,)	\$2,105
Pre-emergent for beds (1x March)(See General Conditions Item #6	\$465
Post-emergent for beds (7 monthly visits April- October)	\$1,492
Plant Fertilization (1x May)	\$346
Spring Pruning (1x April)	\$1,500
Summer Pruning (1x July)	\$1,500
Total	\$10,772

Irrigation Service:

Spring Start up - (Start system, check system, program controller)(April)	\$503
System Checks - (5x Check heads and emitters monthly, program controllers)	\$2,010
Fall Winterization - (Late October, Nov.)	\$503
Total	\$3,015

Total Cost for your Landscape Maintenance Services	\$27,675
Monthly charge for 9 month contract (March- November)	\$3,075

TLV
3/12/2019

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, 2019 (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 \$60.00 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 \$45.00 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 \$45.00 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 through 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 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 busniess hours please contact Bookcliff Gardens, LLC. ath 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.

Handwritten signature and date:
3/12/2019

Please indicate method of billing by initialing the appropriate box

Email my invoice
Mail my invoice

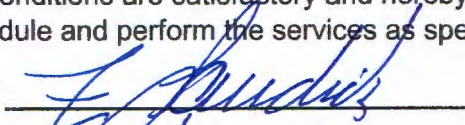
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Email Address: SCOOPER 970@GMAIL.COM
cc: tim@tydrillinginc.com
RK MUSSER@HOTMAIL.COM

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:



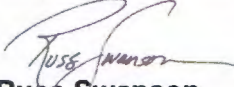
Date: 3/12/2019

Printed Name:

TIM LAUDICK

Respectfully Submitted,

MONTCLAIR SUBDIVISION HOA
PRESIDENT



Russ Swanson
Landscape Maintenance Manager
Bookcliff Gardens, LLC.