



LANDSCAPE MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into **January 11, 2020**, by and between LandCare USA, LLC, located at 5151 Shoreham Pl. Suite 140, San Diego, CA 92122, hereafter referred to as the "Contractor", and c/o LEAD Association Management, Inc., the Owner or designated Owner's Representative, hereinafter referred to as "Owner".

The parties wish to enter into an agreement to define the terms and conditions under which Contractor will provide landscape maintenance services to Owner.

The parties hereby agree as follows:

- 1) **Services.** The Contractor agrees to perform the landscape management services noted on the "Landscape Management Annual Schedule" in accordance with the "Specifications" both of which are attached to and incorporated into this Agreement, for the property of the Owner, located at **McKenzie Park HOA, 4942 Tres Lagos Drive, Spring, TX 77389**, (hereinafter referred to as the "Property").
- 2) **Start Date.** This Agreement shall commence on **January 01, 2020**, and shall renew for one (1) additional year subject to price adjustments (paragraph 3.C. below) on the anniversary date of the Agreement unless terminated by either party by providing thirty (30) days written notice prior to the end of the then current term.
- 3) **Consideration/Payment/Price Adjustments.**
 - A. In consideration for the Contractor's performance for services described in the "Landscape Management Annual Schedule", Owner agrees to pay Contractor an annual sum of \$121,290.85 invoiced in accordance with the attached "Payment Schedule."
 - B. Invoices will be sent on or about the 1st day of each month for current month's services and payment shall be due upon receipt. A late charge of 1.5% per month shall be charged on all amounts 30 days past due and a \$20.00 fee will apply to any returned check.
 - C. Approximately sixty (60) days prior to each annual renewal, Contractor may send Owner notification of renewal and a price adjustment. If the Owner does not object in writing within 30 days of the date of the notification of price adjustment, then the renewal of this Agreement shall include the price adjustment. If the Owner objects to the notification of price adjustment in writing within 30 days of the date of notice then Contractor has the option to either (i) renew the Agreement without the price adjustment or (ii) terminate the Agreement.
- 4) **Additional Services.** Services performed and/or materials delivered, which are not specifically described herein, or changes in the size or physical condition of the Property will be deemed 'Additional Services'. Additional services will be billed separately and all payments are due upon receipt. The performance of, and the payment for Additional Services are subject to all the terms and conditions of this Agreement.
- 5) **Materials, Supplies, and Equipment.** Contractor will furnish all materials, labor, supplies, and equipment necessary to perform the services specified.
- 6) **Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Texas with venue in the same county where Contractor's service location is based. In the event of suit or action commenced to enforce the terms of the Agreement, the prevailing party shall be entitled to reimbursement of its reasonable expenses, attorney's fees and costs, including appeals.
- 7) **Minor Repairs.** Contractor is authorized to perform up to \$200.00 worth of repairs not covered by this Agreement without prior approval of Owner.



- 8) **Liability.** Contractor is an independent contractor and the Owner assumes no liability for injury to the Contractor or the Contractor's agents or employees, unless such injury is caused by the Owner, the Owner's agents, servants, or employees. It is further understood that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the Contractor, its agents, or employees and Contractor shall not be responsible for any damages other than direct damages. This exclusion includes, without limitation, incidental, consequential, special and punitive damages.
- 9) **Insurance.** Contractor agrees to carry worker's compensation, comprehensive general liability, and automobile insurance in an amount not less than \$1,000,000 in the aggregate.
- 10) **Notification of Deficient Work.** If Owner believes Contractor is providing deficient work, Owner agrees to notify Contractor of deficiencies, in writing, within 10 days of said occurrence. If written notice is not received by Contractor within 10 days Owner knew or should have known of the deficiencies, Owner is deemed to have waived any and all claims to recover past payments and/or rights to withhold present or future payments due under this Agreement. Upon a notification of deficient work, Contractor agrees to rectify such deficiencies within 14 days to the extent commercially reasonable. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this Agreement.
- 11) **Early Termination.** Either party may terminate this Agreement by giving 30 days written notice to the other party. Contractor may also immediately cease performance or terminate this Agreement if Owner refuses or fails to pay Contractor according to the terms of this Agreement.

In the event this Agreement is cancelled prior to the scheduled termination date, the parties recognize that the annual charge stated above is the total charge for all work to be performed under the Agreement divided by the number of calendar months included in the payment period. Due to the seasonal nature of the services provided within the Agreement, the equal monthly payments do not represent the value of the work performed in any given month. In the event of early termination of this Agreement, Owner agrees to pay Contractor for all services performed through date of early termination.

- 12) **Assignment.** Neither party may assign this Agreement without the other's written consent and then only after thirty (30) days prior written notice. Should Owner assign this Agreement to a new Owner or entity, Contractor may require (i) approval of the credit worthiness of the new Owner and (ii) written assumption by the new Owner of all terms of this Agreement. Contractor may subcontract any portion of this Agreement to a qualified third party.
- 13) **Notices.** Notice to Contractor shall be sufficient if made or addressed to 13608 Rankin Circle East Houston, TX 77073 and to Owner at the principal place of business stated herein.
- 14) **Complete Agreement.** This Agreement constitutes the entire Agreement of the parties. Both parties have read this Agreement and fully understand its contents.

LANDCARE USA, LLC

Owner

By: _____
 Name: Josh Riley
 Title: Account Manager
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

This Agreement is valid only if accepted and executed by the Customer and/or Property Owner within thirty (30) days of the date first submitted or, if later than thirty (30) days, revalidated by LandCare.



LANDSCAPE MANAGEMENT ANNUAL SCHEDULE

SERVICES

- Maintenance Visit (Mowing, Edging, Weed Management)
- Spring Pre/Post
- Summer Fertilizer
- Spring Fertilizer
- Turf Application - October
- Irrigation Checks
- Spring Flowers
- Summer Flowers
- Fall Flowers
- Spring Mulch
- Fall Mulch

SUBTOTAL	\$121,290.85
SALES TAX	\$10,006.49
TOTAL	\$131,297.34



PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
January	\$10,107.57	\$833.87	\$10,941.44
February	\$10,107.57	\$833.87	\$10,941.44
March	\$10,107.57	\$833.87	\$10,941.44
April	\$10,107.57	\$833.87	\$10,941.44
May	\$10,107.57	\$833.87	\$10,941.44
June	\$10,107.57	\$833.87	\$10,941.44
July	\$10,107.57	\$833.87	\$10,941.44
August	\$10,107.57	\$833.87	\$10,941.44
September	\$10,107.57	\$833.87	\$10,941.44
October	\$10,107.57	\$833.87	\$10,941.44
November	\$10,107.57	\$833.87	\$10,941.44
December	\$10,107.58	\$833.88	\$10,941.46
	\$121,290.85	\$10,006.45	\$131,297.30

LandCare Branch Information

Account Manager: Josh Riley
Email Address: joshua.riley@landcare.com
Primary Phone: _____

Customer Information

Primary Contact: Doreen Stryjek
Primary Phone: 281.857.6027
Primary Email: doreen@lead-inc.com

Billing Contact: McKenzie Park HOA
Billing Phone: _____
Billing Email: payables@lead-inc.com