



RESIDENTIAL LAWN MAINTENANCE AGREEMENT

Scope of Work

Total Landscapes, Inc. will herein be referred to as “Contractor”. Contractor will furnish all necessary materials, equipment and labor to perform the following scope of work:

Contract Period

The contract period will be from August 01, 2011 through July 31, 2012 (a period of twelve months). The normal operating season shall be March 15th through November 1st of each year.

The Contractor shall provide the services listed below.

Mowing Contractor shall mow the grass every seven (7) days, or as weather permits, to maintain an appropriate even height for the type of grass and season to ensure a well-manicured and healthy appearance. Mowing outside of the normal operating season will only be conducted if necessary to maintain a well-manicured appearance.

Edging All sidewalks and curbs, to include driveways and ground level patios, shall be edged with a mechanical metal blade edger every two weeks. All sidewalks, curbs, driveways and ground level patios shall be blown clean of all grass cuttings, dirt, and debris at each visit.

Trimming Grass around all street signs, lamp posts, fences, and any other obstructions shall be trimmed to maintain a well-manicured appearance.

Bed Maintenance The Contractor shall provide maintenance of all plant beds continuously throughout the contract period, including front and back yard beds being kept free and clear of all weeds.

Pruning

1. Pruning shall include removal of dead or diseased branches, lateral and/or crossing branches not consistent with standard form, or where general thinning is needed for good light penetration and air circulation.
2. Pruning and trimming of trees for suckers, water sprouts, and low hanging branches shall be performed during regular maintenance visits throughout the year. Low hanging branches impeding sidewalks and walking paths or blocking visibility of traffic signs shall be maintained to a height of seven (7) feet during regular maintenance visits.
3. Flowering trees and shrubs shall not be pruned while in bloom or at times when pruning will inhibit blooming.
4. Pruning of ornamental shrubs, plants, and small trees shall be conducted no more than three (3) times per year to maintain a well-manicured appearance.

Leaf Removal Contractor shall remove leaves from every fourteen (14) days during the fall and winter until trees have dropped all foliage. Special attention shall be made to ensure leaves are also removed prior to the Thanksgiving and Christmas holidays. Leaves shall be removed from the property and discarded in an off-site landfill.

Clean-Up and Trash Removal

1. The Contractor shall ensure all sidewalks, curbs, driveways and ground level patios are blown free of clippings after each mowing.
2. The Contractor shall remove all debris associated with the lawn maintenance during each visit.

Personnel The Contractor shall designate, hire, and dismiss the personnel necessary for the care, upkeep, and maintenance and servicing of specified property. The Contractor shall provide training for each employee that will include instruction in community rules, site and equipment operation and maintenance, local health department requirements, conduct and professional problem solving techniques. The Contractor shall provide supervision of its employees and its employees shall conduct themselves in a polite and acceptable manner when on the grounds. Each employee, including supervisors, managers, equipment operators, and general laborers, shall be in uniform (i.e., hat and/or shirt with company logo) at all times.

Insurance and Licenses The Contractor shall maintain General Liability Insurance from an insurance company to cover bodily injury and/or property damage directly due to the negligence of the Contractor, his agents or his employees.

The Contractor shall maintain Workmen’s Compensation Insurance in accordance with State requirements.

The Contractor shall maintain the following:

- State of Virginia Class A Contractors License
- Business License
- Business Pesticide License with Insurance
- Virginia Registered Commercial Applicators License
- Commercial Auto Insurance Policy

Additional Services and Obligations Customer agrees to promptly notify Contractor in writing of any dissatisfaction with the maintenance service to insure that maintenance is performed as agreed. **Billing and Payment:** Customer will be billed on the 1st of each quarter for that quarter, with payments due no later than the 15th of the first quarter of that month. There will be a 10-day grace period following the due date. If payment is not received within that time, a 2.5% late fee will be added. If payment is not received within 30 days from the due date, services will be terminated until payment is received. At this time, *we do not accept credit cards for payment.*

This Agreement shall be governed by the laws of the State of Virginia and constitutes the entire agreement between the parties regarding its subject matter.

***Contractor agrees to perform the above mentioned services at a rate of
\$.00 per week***

***to be billed at a rate of
\$.00 per quarter***

Jill C. Frantz, Business Manager
Agent for Total Landscapes, Inc.

Date

Customer Agreement

Yes, I would like Total Landscapes, Inc. to perform my lawn maintenance services for the contract period specified. I have read, understand and agree to the terms specified in the contract.

I agree to and understand the billing and payment instructions. I understand that my payment of \$ _____.00 will be due quarterly per the terms specified.

Please complete the following information and return this form only (keep the copy of the contract above for your records) to:

Total Landscapes, Inc.
4 Croaker Circle
Williamsburg, VA 23188

In an effort to “go green”, we are requesting that (when possible) all correspondence be sent by email. You may return the information below by email to jevery@totallandscapes.com. A print-out of your email will serve as your acceptance of this contract.

Signature

Date

Homeowner Last Name First Name Middle Initial

Service Address City State Zip Code

Phone Number Home Cellular Other

Email Address *required for e-INVOICE.