



## Landscape Management Agreement

### Property

Legacy Farm HOA  
Trilogy Farm Dr  
Apex, NC 27539

### Attention

Date: 10/28/2024

1. The purpose of this Agreement is to set forth the terms and conditions under which JT's Landscaping and Lawn Care (Contractor) will provide landscape maintenance service for the Legacy Farm HOA (Client) at: Trilogy Farm Dr in Apex,NC.
2. Communication: Communication as relates to contract interpretation and Contractor performance shall be handled by one person designated by client and one designated by Contractor. These representatives shall walk the site or meet to discuss contractual items at owner's directive. Each party shall make a good faith effort to maintain an efficient, effective line of communication open at all times during regular business hours.
3. Contractor agrees to perform the services outlined in the Landscape Maintenance Plan (Point 8). All work scheduled are subject to "Weather Permitting" conditions. In the event of a missed week of service due to severe inclement weather, services will be made up on the next scheduled visit, with no adjustment to the service invoice.
4. Safety: The contractor agrees to comply with OSHA, industry, and its own safety standards in all aspects of this contract. Client shall not expose or require the Contractor to perform in any unsafe work conditions or perform any unsafe work tasks.
- 5.Licenses: The contractor agrees to have all licenses required by the State of North Carolina, and to make copies of these available to the client as required.
6. The Contractor will provide all supervision, Labor, Materials and equipment required to maintain the property. The client will be charged for all material used for jobs that are not included in this agreement.
7. Client agrees to promptly notify Contractor of any dissatisfaction with the maintenance service to ensure that maintenance is performed as agreed.

8. Contractor guarantees that it will perform its service in a professional manner. Should Client's plantings be damaged by any failure of Contractor to fulfill its obligation under this Agreement, Contractor shall repair or replace such damaged plantings.

9. Damage Limitations: Contractor shall not be held responsible for the replacement of landscape materials, irrigation system, etc., damaged by acts of vandalism, Deer/wildlife, or of God if (including, but not limited to: winter damage, ice storms, tornadoes, winds and/or lightning). The Client acknowledges and agrees that landscape maintenance equipment, including but not limited to mowers, trimmers, and edgers, may occasionally propel small objects such as stones, twigs, and debris. The Contractor shall take reasonable precautions to minimize this risk, including the use of protective guards and shields on equipment. However, the Client understands and accepts that such incidents may occur despite these precautions. The Contractor shall not be held liable for damage to property or injury to persons caused by objects propelled by maintenance equipment, except in cases of gross negligence or willful misconduct. The Client agrees to indemnify and hold the Service Provider harmless from any claims, damages, or expenses arising out of or related to such incidents.

10. Insurance: Contractor will carry all insurance required by law. This includes, but is not limited to, public and automobile liability, property damage, workmans compensation and unemployment insurance. Certificates of Insurance from Contractor's various liability insurance carriers shall be made available to Clients upon request.

11. Termination: If the Client or Contractor wishes to terminate this agreement, either party may terminate this agreement by giving 30-day written notice to the other party.

12. Work In Progress: Because the annual cost for services is divided into twelve, equal monthly payments, these payments do not represent the actual value of services performed during the corresponding month. In the event of early termination, the Client agrees to pay Contractor the actual dollar value of services that have already been rendered during the term which are above the dollar value of what has already been invoiced and paid, year-to-date. The following chart represents the approximate cost percentage of the maintenance agreement. These can vary based on the actual contract specifications and services rendered.

Jan	Feb.	Mar	April	May	June	July	Aug	Sept.	Oct.	Nov.	Dec
3%	4%	10%	11%	11%	10 %	9%	9%	11%	11%	9%	3%

13. Payment Terms: The cost for all services specified below will be divided into 12 even monthly payments. The monthly amount will be billed in advance via email; to the property contact for each month. Prompt payment is due 30 days from invoice date. All Payments for contractual services will be auto-charged with a Bank Account or Credit Card information on File. Accounts unpaid after 30 days may be subject to a service charge of 1.5 percent per month. Contractor reserves the right, at its discretion, to suspend service to Owner with an account in arrears of 30 days or more, during this time all invoicing will pause. Upon payment being received a one-time fee based on Time and materials will be assessed to resume this service agreement. Please note all credit card charges will incur a 3% convenience charge.

14. **Renewal:** This agreement shall be for the term of twelve (12) months and shall automatically renew unless written notice of 30 day termination is received by either party. Annual escalations of up to 4% increase over base contract shall be enacted at each calendar year at the automatic renewal date.

15. **Fuel Surcharge:** A fuel surcharge on all services rendered when fuel is above \$3.75 per gallon (average of diesel and regular fuel). All services will incur a 4% fuel surcharge fee to help cover a portion of these increased costs of operations. At every \$1.00 increase in the average between diesel and regular gas we will add an additional 5%.

16. **The Landscape Maintenance services covered by the agreement include the following services.** (Please note all service quantities are approximated)



## Maintenance Services

Description:	Approximate Times Per Year
Weekly Service	51

The following services will be completed on a weekly or as-needed basis as the growth habits and maintenance needs will vary with the changing weather conditions

- Lawn Mowing
- String Trimming
- Soft and Hard Edging
- Trash and Debris Removal
- Weed Management of Beds (manual and spray)
- Blowing of Hard Surfaces
- Touch Up Pruning

\*Grass clippings will remain in place on the lawn to return nutrients to the soil.

\*Blowing of all hard surfaces impacted by landscape maintenance activities shall be blown with a power blower at each visit. Crews will not blow in between cars in order to avoid any damage. Blowing of entire parking lots and roadways is not included unless **noted here:**

\*Cleanup of horticultural debris from severe weather condition such as winter ice/snow storms, hurricanes, flooding, tornadoes, winds, lightning etc will be provided at an additional cost of our current rate not to include specialized equipment.




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Bed Pre-emergent	1
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This is a granular treatment to help prevent and slow the growth of broad-leaf and grassy weeds in the ornamental beds.

The fall pre-emergent in our warm season program only is targeted for poa annua suppression. This process will start to lessen the amount of poa appearing in the spring, but it is a process that takes time. A minimum of 2-3 years is needed to achieve this. All pesticides will be applied or under the direction of a person licensed by the state of North Carolina to apply herbicides.

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Prune Ornamental Shrubbery	3
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This service is for seasonal growth of landscape and meant to keep the plant looking shaped and uniform. Normal seasonal pruning will shave 6"- 8" of growth front the plants. All shrubbery that requires shearing to maintain a clean formal appearance will be pruned 3

times per year unless specified otherwise (less than 12'). Flowering shrubs (Azaleas, Gardenias, Camellias...) will be pruned once per year after all blooms are spent unless conditions necessitate additional occurrences. Reduction pruning of shrubbery that would remove more than one year's worth of growth may incur additional costs. Roses, Ornamental grasses, and perennials will be pruned once per year.

Tree Pruning - Pruning of suckers and water sprouts will be performed during the weekly service visits. Clearance pruning of trees adjacent to structures and/or walkways and driveways is to be completed once per year or light trimming within the weekly service. Structural pruning is not included and will be priced per the job (this includes Crape Myrtles).

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Plant Growth Regulator App 1 1

Plant hormone to improve plant density by reducing shoot growth of the plants and ornamentals. Applied in split applications in Late Spring.

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Plant Growth Regulator App 2 0

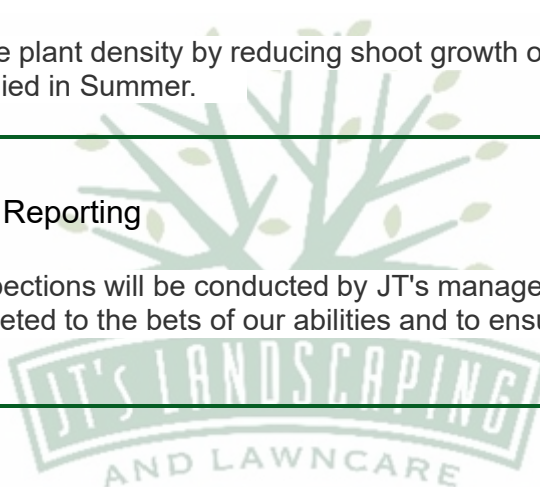
Plant hormone to improve plant density by reducing shoot growth of the plants and ornamentals. Applied in Summer.

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Quality Inspection and Reporting 4

Quality walk through inspections will be conducted by JT's management to ensure that all services are being completed to the best of our abilities and to ensure your property is at its best all year.

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### Leaf Removal

<b>Description:</b>	<b>Approximate Times Per Year</b>
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Leaf Removal	4
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During the fall season leaves will be removed from your lawn and hard surfaces weekly and from the plant beds bi-weekly. Leaf piles in the street or front of the property will be removed within 48 hours of the weekly service but not necessarily on the same day as your regular maintenance visit. In some instances, leaf piles may be staged on the property in a natural area for removal after the following week's maintenance service.

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### Warm Season Turf Program

Approximate



Description:	Times Per Year
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Warm Season App 1	1
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This round consists of a beneficial application of lime which will raise and maintain a healthy pH for your soil as well as adding calcium and magnesium which will benefit your turf all year long. At this time we will also apply a selective herbicide to control any winter weeds which may have germinated.

Warm Season App 2	0
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We will be applying Humic and liquid aeration to your warm season turf this round. These products are soil focused and will add beneficial carbon as well as increase soil porosity. Adding these products to your soil will aid in water and nutrient retention later in the season after your turf comes out of dormancy. At this time we will also be applying herbicides to kill off any winter weeds that may have emerged

Warm Season App 3	1
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We will be applying Humic and liquid aeration to your warm season turf this round. These products are soil focused and will add beneficial carbon as well as increase soil porosity. Adding these products to your soil will aid in water and nutrient retention later in the season after your turf comes out of dormancy. At this time we will also be applying a preemergent to prevent weeds and a selective herbicide to kill off any winter weeds that may have emerged

Warm Season App 4	0
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We will be applying your first round of fertilizer, stimulant and micronutrients to your turf. These products will aid in spring green up and provide substantial benefit to the health and quality of your turf. At this time we will also be applying herbicides to kill off any winter weeds that may have emerged

Warm Season App 5	1
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This application consists of a fertilizer and a product which will aid in the breakdown of organic matter. This round will benefit your turf by enhancing greenup and root development which will ensure the quality of your turf as we move toward the summer months. We will also be applying a herbicide to take care of any weeds which may have emerged since our last visit.

Warm Season App 6	1
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This application consists of a fertilizer with micronutrients, a stimulant, a product which will aid in the breakdown of organic matter, and grub control. This round will benefit your turf by enhancing greenup and root development which will ensure the quality of your turf as we move through the summer months. We will also be applying a herbicide to take care of any weeds which may have emerged since our last visit.

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#### Warm Season App 7

1

This application consists of a fertilizer and a product which will aid in the breakdown of organic matter. This round will benefit your turf by enhancing greenup and root development which will ensure the quality of your turf as we move toward the end of summer. We will also be applying a herbicide to take care of any weeds which may have emerged since our last visit.

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#### Warm Season App 8

0

We will be applying Humic and liquid aeration to your warm season turf this round. These products are soil focused and will add beneficial carbon as well as increase soil porosity. Adding these products to your soil will aid in water and nutrient retention next year after your turf comes out of dormancy. At this time we will also be applying herbicides to kill off any winter weeds that may have emerged

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#### Warm Season App 9

0

We will be applying Humic and liquid aeration to your warm season turf this round. These products are soil focused and will add beneficial carbon as well as increase soil porosity. Adding these products to your soil will aid in water and nutrient retention next year after your turf comes out of dormancy. At this time we will also be applying herbicides to kill off any winter weeds that may have emerged

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#### Warm Season App 10

0

We will be applying Humic and liquid aeration to your warm season turf this round. These products are soil focused and will add beneficial carbon as well as increase soil porosity. Adding these products to your soil will aid in water and nutrient retention next year after your turf comes out of dormancy. At this time we will also be applying herbicides to kill off any winter weeds that may have emerged

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### Warm Season Core Aeration

Description:	Approximate Times Per Year
Warm Season Aeration	1

### Fire Ant Treatment

Description:	Approximate Times Per Year
Fire Ant control	1
One application provides pre-emergent control of Fire Ants for up to 10 months. We cover turf, mulch and pine straw beds for maximum coverage and control, without the need to spot-treat on a weekly basis.	

### Warm Season Fungicide

Description:	Approximate Times Per Year
LC-Warm Season Fungicide 1	0

This first fungicide application is a beneficial service that will protect your warm season turf from fungal attacks throughout the winter months

Warm Season Fungicide 2	0
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This second fungicide application is a beneficial service that will protect your warm season turf from fungal attacks throughout the winter months

### Plant Health Care

Description:	Approximate Times Per Year
Horticulture Oil treatment (App 1)	1

This Horticultural Oil treatment is a foliar application to select trees and shrubs. The primary mode of action is through suffocation. This product applies a thin coating of oil on the insect's body, blocking the spiracles (or breathing opening). Horticultural oils also may interact with insect fatty acids by disrupting cell membranes and metabolism. Horticultural oils have repellent properties for some insects and are most effective against many soft bodied pests including aphids, adelgids, spider mites, scale insects, whiteflies, mealy bugs, psyllids, plant bugs, lace bugs and some caterpillars.



## Preseason fertilization and systemic insecticide (App 2)

1

This round consists of the first fertilizer and micronutrient application of the year. These products will give your ornamental trees and shrubs a head start for the spring months ahead. At this time we will also apply a systemic insecticide that will protect your susceptible plants from spring and summer insects.

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## Fertilization and insect control (App 3)

1

This round is an application of fertilizer, stimulants, a systemic insecticide, and a fungicide which will give your ornamentals the boost that they need as we move through the spring season. This application will boost flowering and root development.

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## Fertilization and Pest Control (App 4)

1

This round is an application of fertilizer, stimulants and a fungicide which will give your ornamentals the boost that they need as we head into the summer months. This application will boost flowering and root development as well.

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## Fertilization and Pest Control (App 5)

1

This round is an application of fertilizer, stimulants and a fungicide which will give your ornamentals the boost that they need as we move towards the end of summer. This application will also address any active infestations that may be present on your ornamental plants.

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## Fertilization (App 6)

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This final fertilizer application will prepare your ornamental trees and shrubs for the winter months by helping them store sugars.

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## Horticulture Oil treatment (App 7)

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This Horticultural Oil treatment is a foliar application to select trees and shrubs. The primary mode of action is through suffocation. This product applies a thin coating of oil on the insect's body, blocking the spiracles (or breathing opening). Horticultural oils also may interact with insect fatty acids by disrupting cell membranes and metabolism. Horticultural oils have repellent properties for some insects and are most effective against many soft bodied pests including aphids, adelgids, spider mites, scale insects, whiteflies, mealy bugs, psyllids, plant bugs, lace bugs and some caterpillars.

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## Water Management

Description:	Approximate Times Per Year
<b>Spring Start up</b> <ul style="list-style-type: none"> <li>• Connect back flow device (water supply)</li> <li>• Inspect all components of irrigation system (controller, heads, rain sensor, valves) for proper operation.</li> <li>• Make system adjustments as necessary</li> <li>• Program Irrigation controller</li> </ul> <p>The Startup does not include any repairs only system adjustments. Repairs can be made at the time of service if a pre-approved dollar amount has been set by the customer prior to time of service to save the customer and additional service fee.</p> <p>Annual Backflow Certifications can be performed at the spring start up at a discounted rate of \$85 per certification.</p>	1
<b>Seasonal Adjustment</b> Early Season Inspection- (May/June) <ul style="list-style-type: none"> <li>• Check the irrigation system to ensure its operating at optimal performance.</li> <li>• Check irrigation coverage of lawn, trees shrubs and flower beds.</li> <li>• Adjustment of heads for optimal coverage</li> <li>• Make program changes to the irrigation controller in advance of summer temperatures</li> </ul> <p>This service does not include any repairs or replacements. Repairs can be made at the time of service if a pre-approved dollar amount has been set by the customer prior to time of service to save the customer and additional service fee.</p>	2
<b>Irrigation Winterization</b> <p>Drain the irrigation lines / Turn controller to the off position or suspend watering cycle. Winterize the backflow prevention device, in most applications the backflow will be removed with test ports in the open position <u>and need to stored in a garage or place that is not exposed to the elements</u></p>	1
<b>Backflow Certification</b>	0
<b>Smart Irrigation Controller Subscription</b> <p>The Enthusiast Plan is designed to cater to the needs of users who want to take advantage of additional features and benefits beyond the basic free home plan. Improved weather data is available with the Enthusiast Plan and will update weather hourly and from 5 weather</p>	0

stations local to your property. This will allow your smart controller to be even more accurate and result in even more water savings and better lawn and plant health. The Enthusiast Plan also provides up to 5 people to access your Hydrowise account, up to 5 controllers in your account, 365 days of storage for your irrigation history data, 5 text messages per month, and 100MB of extra data storage.

### Mulch Replenishment

Description:	Approximate Times Per Year
Mulch Installation	1

I am pleased to submit the following bid on behalf of JT's Landscaping and Lawn Care. We appreciate the opportunity to serve you and look forward to the possibility of working together.

**\$2883.00 Per Month for an Annual Total of: \$34596.00**

By signing this agreement, you acknowledge and accept the terms of the landscape maintenance agreement, ensuring a continued commitment to maintaining the quality and appearance of your property.

JT's Landscaping and Lawn Care

Kalyn Robbins

Jeremy Space

Print:

Date: 10/28/2024

Contract Start Date: 1/1/2025

**Notes:**

