

Southfield Plantation Association, Inc. Landscaping Maintenance Contract

This agreement for regular recurring Landscaping Maintenance services between

_____ (hereafter referred to as "Contractor") and **Southfield Plantation Association, LLC** (hereafter referred to as "Client") is made and entered upon the following date:

:-

Properties Covered

The areas covered by this agreement are located at Southfield Plantation and Tivoli at Southfield subdivision, specifically,

- 101 and 103 Southwick Drive – Main Entrance and Common Area
 - Pump House; pump and deep well
 - Gazebo
 - Bridge
 - Entrance at 101 Southwick Drive
 - Includes lawn up to the tree line.
 - Acreage for this area is 3.02 acres (1.64 ac + 1.18 ac) including Thompson Mill Road frontage/easement.
 - Site has electricity and standard garbage collection
- Thompson Mill Road Frontage and 2 Entrances
 - White vinyl fence line along Thompson Mill Road running from the rear of 640 Trails End Circle to the rear of 601 Trails End Circle
 - Southfield Entrance off Thompson Mill at Trailing Vines
 - Entrance has electricity for sign and water meter
 - Southfield Entrance off Thompson Mill at Trails End Circle
 - Entrance has electricity for sign and water meter
- Sabre Drive Circle (Parcel "A")
 - Acreage for Parcel "A" is 0.11 acres
 - Site has electricity for sign and water for irrigation
- Jasmine Way between 100 Southfield Court and 201 Southfield Court - Rear Entrance through "old" Tivoli
 - Area around Entrance Signs on either side of Jasmine Way easements

Scope of Services

The services covered by this agreement are identified in the attached *Scope of Services*.

Period of Performance

Annual Period

The services and work to be provided by the contractor shall continue for a term of 12 months beginning January 1 of the contract year. This will include 42 visits during the 12-month period.

- Bi-weekly visits from January 01 through March 31
- weekly visits from April 1 through October 31
- bi-weekly visits November 1 through December 31

Renewal Option

- This agreement will renew automatically at the end of the initial term and will continue to renew at the end of each successive 12-month term unless cancelled by either party with written notice of no less than 60 days prior to the expiration of the initial term of any extension term.

Regular Landscaping and Maintenance Services

Payment Terms

Contractor will provide Client with a monthly invoice and Client will pay Contractor at the end of each month for regular services performed during that month based on the attached pricing sheet.

Cost – Regular Maintenance

The contract sum of _____ annually is to be paid in equal amounts of twelve installments of _____.

Cost Adjustments Due To Road Easement Changes

Houston County and Department of Transportation have identified widening of Thompson Mill Road. Time frame is unknown at this point. Cost adjustments are as follows: _____.

Additional Services – Over and Above (Additional As-Needed Line Items)

Payment Terms

The Contractor shall bill the Client for the cost of the work that is needed that is above and beyond what is considered reasonable and customary for normal maintenance of the lawn.

Cost – Above and Beyond

Any additional "above and beyond" repair hereafter shall be referred to as "ad hoc work". Ad hoc work must receive prior authorization by the Client before the additional maintenance is provided. Client will pay Contractor for additional maintenance or repair that may become required for the property to sustain an acceptable appearance.

Points of Contact

Authorized Management Representative: Bennie Britt, President, Southfield Plantation Association, Inc.

Mailing Address: Southfield Plantation Association, Inc., P. O. Box 322, Bonaire, GA 31005

Send invoices and status reports to: email info@spthoa.net ATTENTION: Landscaping Contract

Applicable Law

This contract shall be governed by the laws of the State of Georgia in Houston County and any applicable Federal Law.

In agreement to the above-mentioned terms, the client and contractor sign below:

< Contractor Rep >

<Contractor Name>

President:

Southfield Plantation Association, LLC

Scope of Services

Regular Landscaping and Maintenance Services

I. Landscape Maintenance Services

A. Turfgrass Maintenance Specifications

A.1. Mowing Turf

- a. Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance. Scheduled cuts missed due to inclement weather will be made up as soon possible.

A.2. Edging & Trimming Turf

- a. Contractor will neatly edge and trim around all walls, fences, plant beds, curbs, streets, trees, buildings, benches, tables, etc. to maintain shape and configuration.
- b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
- c. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
- d. String trimming shall be performed as needed.
- e. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

A.3. Debris Removal from Turf Areas

- a. Prior-to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering.
- b. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of Contractor, at no additional expense to the Client.

A.4. Fertilization of Turf

- a. Turf grass will be fertilized as appropriate.
- b. The gazebo, bridge, and any similar structure will be swept clean, if needed, of granular fertilizer or other potentially damaging chemical after application to minimize staining.

A.5. Insect, Disease, and Weed Control for Turf Areas

- a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of the Contractor.
- b. All products will be applied as directed by the manufacturer's instructions and in accordance with all state federal regulations to protect wildlife in and around the pond.

B. Planted Areas (Note: Plant Areas are defined as areas with trees, shrubs and annual or perennial plantings.)

B.1. Shrub Maintenance

- a. All pruning and thinning will be performed to retain the intended shape and function of plant material.
- b. Clippings are to be removed by Contractor.
- c. Weeds in and immediately around any shrub or plant will be removed by manual methods.

B.2. Tree Maintenance

- a. Trees (excluded wooded areas behind gazebo/bridge at front entrance will be cleared of sprouts from trunk and dead limbs will be removed.

B.3. Edging and Trimming Planted Areas

- a. Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.

- B.4. Insect, Disease, and Weed Control for Planted Areas
 - a. Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Contractor will offer suggestions regarding the best course of action.
 - b. Open ground in plant beds will be treated by manual or chemical means to control weed presence as environmental, horticultural, and weather conditions permit.
- B.5. Fertilization
 - a. Shrubs and ground cover will be fertilized as needed. Fertilization typically occurs in spring and fall and according to environmental conditions
 - b. Ornamental and Shade trees will be fertilized as needed.
- C. Irrigation
 - C.1. Irrigation inspections include inspection of sprinkler heads, timer mechanism and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
 - C.2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
 - C.3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
 - C.4. Contractor will promptly inform the client of any system malfunctions or deficiencies.
 - C.5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by Contractor personnel shall be repaired promptly at no cost to the Client. In the event a problem arises to the system that could result in additional damage occurring or threat to safety, Contractor will immediately make the necessary repairs and the contact the client.
- D. Flowers Maintenance and Change-Out
 - D.1. Flowers will be changed in the Spring and the Fall with selected varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen. This installation will include any necessary mulch as needed to raise the beds accordingly.
 - D.2. Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
 - D.3. Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong-blooming time and to improve the general appearance of the plant.
 - D.4. All soils are to be roto-tilled after removing and prior to installing new flowers.
- E. Pine Straw Change-Out
 - E.1. Pine straw will be replenished/replaced twice a year in Spring and Fall at or around the same time as the Flower Change-Out with a 30-day grace period.

II. Other Services

- A. Contractor will inspect lights at all entrances, gazebos, and bridge. Inspection should be done at each visit but will be completed as a minimum quarterly. Light bulbs will be replaced as needed.
 - A.1. Contractor will inform Client when supply is low.
- B. Pond will be cleared of debris, as needed. Fountain head and pump intake will be inspected and cleaned as needed. Fountain lights will be replaced as needed from Client's supply located in the pump house. Contractor will coordinate with Client on timing.
- C. Property inspections will be conducted regularly by an authorized Contractor representative. Contractor will document and correct any deficiencies identified within one week or provide a status update for work requiring a longer period to accomplish.

- C.1. Contractor will provide recommendations and cost estimate for out-of-scope property maintenance including, but not limited to:
 - a. Plant, shrub, or lawn fertilization and/or replacement of dead or diseased materials
 - b. Damage or maintenance of structures
- D. Contractor will be proactive in identifying any landscape site conditions that affect long-term plant health and vigor and will advise the Client accordingly.
- E. A one-time review of intersections will be conducted to address safety concerns at intersections within the neighborhood where shrubs and plants are blocking line-of-sight. Landscaping recommendations will be made that are low maintenance and enhance aesthetics of the surrounding area.

III. Other Terms

- A. Personnel
 - A.1. Field personnel will be equipped with all necessary supplies, tools, parts, and equipment and trained to perform work in a safe manner.
 - A.2. Personnel will be licensed for all applicable maintenance functions, including any pesticide application, as required by law.
 - A.3. Contractor recognizes that its personnel are perceived as representatives of the Client while on the Client's property and, as such, will conduct themselves in an efficient, well mannered, well-groomed and workman-like manner at all times.
- B. Property Damage
 - B.1. Any damage caused by Contractor personnel shall be repaired promptly at no cost to the Client.
- C. Sub-Contractors
 - C.1. Contractor may utilize qualified subcontractors at any time during this contract period for specialized services (e.g- fountain, well, and irrigation repairs).
- D. Points of Contact and Coordination of Work
 - D.1. Contractor will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.
 - D.2. All work performed by Contractor will be coordinated with the Client to minimize disruption with other Client activities and to maximize safety to people and vehicular traffic on the property.
- E. Contractor will provide:
 - E.1. All labor, transportation, and supervision necessary to perform the work described herein.
 - E.2. All equipment and supplies that are necessary to perform maintenance under the agreement.
- F. Client will provide:
 - F.1. Access to pump house, as needed
 - F.2. Light bulbs and parts for fountain and irrigation repair

Additional Services – Over and Above

- A. Additional services may be identified during the execution of regular landscaping services. When identified and accepted by the Client, the Contractor will provide services (such as irrigation repair and plant material replacement) and/or landscape enhancements over and above the Contract Performance specification at an additional charge.
 - A.1. Authorization to proceed with the work will be provided in writing by an authorized management representative of the Client.
 - A.2. Contractor will only be responsible for replacement of plant material that dies as a direct and identifiable result of improper maintenance practices.

END OF SCOPE
