

# PLOWBOY LANDSCAPES, INC.

2190 N. VENTURA AVENUE VENTURA, CA 93001  
TEL: (805) 643-4966 FAX: (805) 648-5571  
LIC. # 598795 DIR # 1000005713

## MAINTENANCE PROPOSAL AND AGREEMENT

THIS AGREEMENT IS BY AND BETWEEN **PLOWBOY LANDSCAPES INC.** HEREAFTER CALLED "CONTRACTOR" AND OWNER OR OWNER'S AUTHORIZED REPRESENTATIVE.

<b>PROJECT NAME:</b>	
<b>PROJECT REPRESENTATIVE:</b>	
<b>EFFECTIVE DATE:</b>	

CONTRACTOR AGREES TO FURNISH ALL LABOR, SUPERVISION, TOOLS AND EQUIPMENT NECESSARY TO MAINTAIN THE LANDSCAPED AREAS.

### SERVICE OPTIONS (CHECK THE BOX FOR THE OPTION YOU SELECT):

#### **1 FULL-TIME MEN/WEEK**

- CONTRACTOR SHALL PROVIDE LANDSCAPE MAINTENANCE SERVICE IN CONFORMITY WITH THIS AGREEMENT, FOR THE PRICE OF **\$6,500 PER MONTH**. INVOICES ARE PAYABLE BY THE TENTH DAY OF EACH CALENDAR MONTH IN WHICH THE WORK IS TO BE PERFORMED.
- CONTRACT BASED ON **HOURS PER WEEK**. SUPERVISION INCLUDED AS NEEDED.

CONTRACTOR SHALL MAINTAIN THE LANDSCAPED AREAS IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS AND CONDITIONS:

### **1. WATER AND/OR IRRIGATION**

OWNER SHALL PROVIDE ALL WATER NECESSARY FOR IRRIGATION.

- **AUTOMATIC IRRIGATION** — SHALL BE APPLIED ON A SCHEDULED BASIS WITH SUCH FREQUENCY AND QUANTITY AS TO PROMOTE HEALTHY GROWTH. THIS SHALL BE ACCOMPLISHED BY ADJUSTING AUTOMATIC CONTROLLER BASED ON CHANGES IN RAINFALL AND TEMPERATURE.
- **MANUAL IRRIGATION** — SHALL BE APPLIED TO PROMOTE HEALTHY GROWTH USING THE SAME CRITERIA ABOVE.
- **IRRIGATION REPAIR** — CONTRACTOR IS RESPONSIBLE TO REPAIR IRRIGATION LATERAL SYSTEMS INCLUDING LABOR & MATERIALS. CONTRACTOR WILL PROVIDE LABOR FOR MAINLINE REPAIR — PARTS PAID BY OWNER.
- **EXTRA** — FOR SYSTEM UPGRADES OR IMPROVEMENTS, THE OWNER PAYS MATERIAL COSTS, THE GARDENERS PROVIDE THE INSTALLATION LABOR. SOME JOBS ARE TOO LARGE FOR THE ON-SITE GARDENER, SO THE CLIENT, UPON APPROVAL, NEEDS TO PAY FOR EXTRA LABOR. PLOWBOY IS NOT RESPONSIBLE TO REPAIR SYSTEMS WHICH ARE NOT PROPERLY INSTALLED, OR UNDER HARDSCAPES.  
*NOTE — PLOWBOY WILL HELP MONITOR WATER USAGE AND COSTS. HOWEVER, PLOWBOY IS NOT RESPONSIBLE FOR WATER COSTS OR USAGE FINES.*

### **2. TREES, SHRUBS AND VINES**

PRUNING, THINNING AND TRIMMING OF SHRUBS AND TREES, AND TRAINING AND TRIMMING OF VINES SHALL BE ACCOMPLISHED ON A REGULAR BASIS TO MAINTAIN A NEAT APPEARANCE AND PROMOTE HEALTHY GROWTH. WORK WILL INCLUDE REMOVAL OF SUCKERS, CROSS BRANCHES AND DEAD WOOD. EXISTING STAKING AND GUYING OF TREES SHALL BE INSPECTED REGULARLY AND CHANGED AS REQUIRED TO PERMIT GROWTH EXPANSION AND TO PREVENT DAMAGE FROM CHAFING. THE GENERAL EMPHASIS WILL BE TOWARDS PRUNING SHRUBS TO NATURAL FORMS. **EXTRA** — PRUNING OF TREES ABOVE (12') SHALL BE ACCOMPLISHED BY A PROFESSIONAL TREE SURGEON UPON APPROVAL BY OWNER AND SHALL BE BILLED AS AN EXTRA.

### **3. GROUND COVER AND FLOWER BED MAINTENANCE**

SHALL CONSIST OF TRIMMING GROUND COVER WHERE NEEDED AROUND TREES, SHRUBS, ETC. BEDS TO BE WEEDED AND CLEANED OF LEAVES AND DEBRIS ON A REGULAR BASIS TO MAINTAIN A NEAT AND CLEAN APPEARANCE.

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## 4. MOW ALL LAWNS ON A SCHEDULE BASIS

TO MAINTAIN A NEAT APPEARANCE AND TO PROMOTE HEALTHY GROWTH. THE GRASS SHALL BE EDGED TO ITS LOCAL CONFINES, E.G. AROUND ALL TREES, SPRINKLERS, FENCES, LIGHTS, ETC. AFTER MOWING AND EDGING, THE CLIPPINGS SHALL BE REMOVED FROM THE SIDEWALKS, DRIVEWAYS AND CURBS.

## 5. FERTILIZER

SHALL BE APPLIED AS NECESSARY TO MAINTAIN HEALTHY GROWTH. APPLICATION SHALL BE DETERMINED BY THE TIME OF YEAR, SOILS, TYPE, AND CONDITION OF PLANTS. ANY PRE-EXISTING CONDITIONS THAT ARE DETRIMENTAL TO PLANT GROWTH ARE NOT THE RESPONSIBILITY OF THE CONTRACTOR.

## 6. HARDSCAPED AREAS

SHALL BE CLEANED OF DEBRIS.

## 7. INSECTS, DISEASE, WEEDS, FUNGUS AND OTHER PESTS

ON TREES, SHRUBS, GROUND COVERS, AND LAWNS SHALL BE CONTROLLED. CONTROL OF THESE SHALL BE ACCOMPLISHED AS NECESSARY. ANY PRE-EXISTING CONDITIONS THAT ARE DETRIMENTAL TO PLANT GROWTH ARE NOT THE RESPONSIBILITY OF THE CONTRACTOR. **EXTRA** –TREE SPRAYING IS EXTRA PERFORMED BY AN ARBORIST.

## 8. SITE INSPECTION

UPON REQUEST, A MONTHLY INSPECTION OF THE GROUNDS COVERED BY THIS AGREEMENT SHALL BE MADE BY CONTRACTOR AND OWNER. THIS MONTHLY SITE INSPECTION WILL BE DOCUMENTED IN A WRITTEN REPORT PROVIDED TO OWNER.

## 9. GENERAL

THE OWNER SHALL CONTINUOUSLY FURNISH AND PAY FOR UTILITIES SUCH AS WATER, POWER, AND ON-SITE TRASH CONTAINER. CONTRACTOR SHALL FURNISH AND OWNER SHALL PAY FOR ADDITIONAL PLANT MATERIALS AND ANNUAL COLOR. CONTRACTOR SHALL FURNISH SPRINKLER PARTS, FERTILIZER, CHEMICAL OR WEED AND INSECT CONTROL. OWNER TO PROVIDE LANDSCAPE STORAGE AREA FOR TOOLS AND EQUIPMENT; CONTRACTOR TO PROVIDE SECURE STORAGE BOX OR SEATRAN CONTAINER IF NEEDED.

## 10. EXCLUSIONS

THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR VANDALISM, THEFT, ADVERSE NATURAL CONDITIONS, OR ANYTHING BEYOND THE CONTROL OF THE CONTRACTOR. CONTRACTOR CANNOT GUARANTEE THE HEALTH OR LIFE OF ALL PLANTINGS.

## 11. WORKING DAY SCHEDULE

**CONTRACTOR RECOGNIZES THE FOLLOWING HOLIDAYS:**

**PRESIDENT'S DAY, GOOD FRIDAY, MEMORIAL DAY, 4<sup>TH</sup> OF JULY, LABOR DAY, THANKSGIVING DAY, DAY AFTER**

**THANKSGIVING, CHRISTMAS DAY & NEW YEAR'S DAY CONTRACTOR WILL DO WHAT JOBS ARE POSSIBLE ON RAIN**

**DAYS. NO PRO-RATING OF BILL FOR LOST TIME IS ALLOWED.**

**EMPLOYEES RECEIVE SICK AND VACATION TIME BENEFITS. SICK AND VACATION DAYS FOR EMPLOYEES WILL NOT BE MADE UP.**

**IN THE EVENT THE ASSIGNED CONTRACTOR'S EMPLOYEES ARE UNABLE TO WORK THE DESIGNATED HOURS AS PER THIS**

**AGREEMENT, CONTRACTOR AGREES TO USE REASONABLE AND BEST EFFORTS TO CONTINUE TO PROVIDE THE DAILY SERVICES**

**AGREED UPON UNDER THIS CONTRACT AND SHALL COMMUNICATE WITH THE OWNER WHEN SAME CANNOT BE PROVIDED. IF**

**THE CONTRACTED HOURS CANNOT BE PROVIDED, THEN CONTRACTOR AND OWNER SHALL COMMUNICATE AND AGREE TO A**

**REMEDY. ABSENCES DUE TO COVID-19 WILL BE INFORMED TO THE OWNER OR MANAGEMENT TEAM. HOURS MISSED DUE TO**

**COVID-19 WILL NOT BE MADE UP.**

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## 12. TRASH

OWNER TO PROVIDE AND PAY FOR GREEN WASTE BINS ON-SITE FOR WASTE REMOVAL. IF OWNER CANNOT/WILL NOT PROVIDE ON-SITE GREEN WASTE DISPOSAL CUSTOMERS WILL PAY FOR GREEN WASTE REMOVAL AND/OR LABOR HOURS CAN/WILL BE USED FOR WASTE REMOVAL TIME AND A GREEN WASTE FEE WILL BE ASSESSED TO THE CONTRACT AT AN ADDITIONAL \$600 PER MONTH.

## 13. WORK STOPPAGE

THE CONTRACTOR SHALL HAVE THE RIGHT TO STOP WORK IF ANY PAYMENT SHALL NOT BE MADE TO CONTRACTOR UNDER THIS AGREEMENT. THE CONTRACTOR MAY KEEP THE JOB IDLE UNTIL ALL PAYMENTS DUE HAVE BEEN RECEIVED. SUCH ACTION BY THE CONTRACTOR SHALL NOT, IN ANY MANNER, BE DEEMED A BREACH OF THIS CONTRACT BY THE CONTRACTOR.

## 14. INSURANCE

CONTRACTOR SHALL MAINTAIN FULL GENERAL LIABILITY, PROPERTY DAMAGE AND WORKERS COMPENSATION INSURANCE. CERTIFICATES OF INSURANCE SHALL BE FURNISHED UPON REQUEST.

## 15. LEGAL FEES

AS A FIRST STEP, ANY DISPUTE BETWEEN THE PARTIES OF THIS CONTRACT SHALL ATTEMPT TO RESOLVE ANY DISPUTE THROUGH MEDIATION WITH FEES FOR THAT INDIVIDUAL BEING SPLIT EQUALLY BETWEEN THE PARTIES.

IF MEDIATION IS UNSUCCESSFUL, THEN ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF WILL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE NON-PREVAILING PARTY TO THE ARBITRATION AGREES TO PAY TO THE PREVAILING PARTY ALL COSTS AND EXPENSES OF THE ARBITRATION INCURRED BY THE PREVAILING PARTY, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES FOR ALL LEGAL COUNSEL, DEPOSITIONS, WITNESS FEES, TRAVEL AND LODGING AND OTHER EXPENSE INCURRED IN CONNECTION WITH THE ARBITRATION, AND IF THE PREVAILING PARTY SHALL RECOVER JUDGMENT IN ANY ACTION OR PROCEEDING, THE COSTS, EXPENSES, AND ATTORNEY'S FEES SHALL BE INCLUDED AS PART OF THE JUDGMENT.

## 16. DEFAULT NOTICE

IN THE EVENT THAT ITEMS OR CONDITIONS ARE TO BE CORRECTED OR REMEDIED OWNER AGREES TO PROVIDE CONTRACTOR WITH ADEQUATE NOTIFICATION OF SAID ITEMS. OWNER FURTHER AGREES TO ALLOW CONTRACTOR ADEQUATE TIME TO REMEDY THOSE ITEMS OR CONDITIONS. SHOULD THE CONTRACTOR FAIL TO REMEDY THE IDENTIFIED ITEMS OR CONDITIONS IN THE DEFAULT NOTICE TO THE SATISFACTION OF THE OWNER, THEN EITHER PARTY MAY REQUEST MUTUAL TERMINATION OF THE CONTRACT WITH 30 DAYS NOTICE, OR SHALL MUTUAL AGREEMENT NOT BE REACHED, REQUEST FOR MEDIATION AS PER PARAGRAPH 15.

## 17. TERM

THE TERM OF THIS CONTRACT IS 12 MONTHS. THIS CONTRACT AUTOMATICALLY RENEWS AT THE END OF THE TERM, UNLESS SPECIFICALLY REVOKED IN WRITING WITH 30 DAYS NOTICE. CONTRACTOR RESERVES THE RIGHT TO ADJUST THE RATE OF SERVICE AT TIME OF RENEWAL AS INFLATION AND LABOR/MATERIAL COSTS INCREASE. GENERALLY, A 3% INCREASE TO THE RATE OF SERVICE WILL BE APPLIED.

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**TO ACCEPT THIS CONTRACT OWNER MUST SIGN AND DATE BELOW AND DELIVER AN ORIGINAL SIGNED COPY TO CONTRACTOR.**

**WE HAVE READ, UNDERSTAND AND AGREE TO ALL THE TERMS OF THIS CONTRACT AND WE ACCEPT THIS PROPOSAL AND AGREE TO BE SO BOUND.**

PLOWBOY LANDSCAPES, INC.

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NAME OF CONTRACTOR

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SITE CONTACT PERSON

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DATE

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ADDRESS

---

TITLE

---

PHONE

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CONTRACTOR SIGNATURE

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OWNER - BUYER SIGNATURE

CONTRACTOR'S LICENSE # 598795