

## LANDSCAPING AGREEMENT

- a) The “Contractor” is to provide landscaping services (the “Services”) for Sandypoint Homeowners Association Ltd. (the “Customer”), (5) five days per week, Monday through Friday, between the hours of 7:30am - 5pm, excluding public holidays.
- b) The Services shall be performed within the Sandypoint Development (the “Property”).
- c) This agreement commences December 10, 2016 and, subject to the termination provisions stated herein, shall be for a term of one year unless the parties agree to extend.
- d) If Customer serves notice to extend this Agreement a minimum of 90 days before it’s expiration to the Contractor, Contractor shall provide such services on the same terms for a further one year period commencing on it’s anniversary.
- e) Contractor shall ensure that duties outlined in the Landscaping Services as set out in Appendices A and B are effectively carried out. Duties include the maintenance of the homeowners yards, common areas, pools, parks and open/vacant lots, advising Customer of any gardening concerns and to make recommendations concerning lawn and garden enhancement and protection.
- f) Contractor shall ensure that there is management cover at all times during the term of this Agreement.
- g) Customer shall provide at it’s expense an office and storage facility for the Contractor’s use for the sole purpose of providing the Services and Contractor shall permit reasonable access at the request of Customer.
- h) Contractor, Customer and Customer’s security department shall hold keys for the storage and office areas provided.
- i) Contractor shall be responsible for all inventories provided by Customer such as, but not limited to, vegetation, mulch, and irrigation parts and shall provide a detailed inventory report as required by Customer but not more than once per calendar month.
- j) Contractor shall reimburse Customer at cost for the use, loss or damage of any communications equipment it provides.

- k) Contractor acknowledges it is an independent contractor and therefore responsible for its own employment obligations including National Insurance contributions.
- l) Contractor shall adequately insure itself against public liability and be responsible for any loss or damage arising during the performance of this Agreement.
- m) Contractor shall hold harmless, indemnify, and defend Customer against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement or Work performed thereunder.
- n) Contractor shall at its expense provide written notification to each private residence on completion of a service, maintain and make available daily inspection reports and submit monthly management reports to Customer.
- o) Contractor shall respond to all job tickets and enquiries generated by Customer in a timely manner.
- p) Contractor shall be responsible for ensuring that its personnel are wearing appropriate uniforms.
- q) Contractor shall invoice Customer a monthly fee of \$TBD at the start of each month and Customer shall pay Contractor as to 50% on the second Thursday of the month and the balance on the fourth Thursday of the month.
- r) Contractor may provide additional services or goods provided that they are pre-approved with a signed Purchase Order and invoiced with supporting signed proof of delivery; Customer shall reject any invoices that do not comply with both of these requirements.
- s) Contractor and its agents and employees shall not solicit business of the type set out in Appendix B whether directly or indirectly from residents or owners located within the Property without prior written approval from Customer.

- t) In the event that Contractor fails to provide the services as set out in this Agreement, Customer shall provide written notice and Contractor shall be required to remedy the breach in accordance with the following guidelines; thereafter Customer shall have the right to deduct \$100 per business day per breach until remedied:
  - a. Emergencies (being items that may present a nuisance or danger to residents) - one business day, and
  - b. All other services - three business days.
- u) In the event of a material breach, this Agreement may be terminated summarily.
- v) Either party may terminate this Agreement with 90 days written notice.
- w) This Agreement represents the only Agreement that exists between the parties and any variation shall only be valid if agreed in writing.

In witness thereof, the parties having read the foregoing and having agreed to the same, have executed this agreement on this day and year shown below beside their signatures.

For the Contractor: \_\_\_\_\_

For the Customer: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

### Landscaping Services - Common Areas

Maintenance of all gardens to good horticultural standards:

- **Lawn maintenance - every two weeks (weekly for themed locations)**
  - Mowing
  - Weeding
  - Edging
  - Raking
  - Cleaning
  - Blowing
  
- **Trimming - once per month**
  - All plant material
  - All trees

All debris to be bagged and placed in locations for collection by waste disposal.

## Appendix B

### Landscaping Services – Private Residences

## Guidelines for the servicing of private gardens

### General

Gardening service is carried out every two weeks on properties that are opted in.

We will endeavour to bring to the attention of the resident any work that may be necessary that is outside of the scope of service. The Association does not perform these additional works.

If a property has not been serviced by the Association for 60 days or more at the request of the owner, any additional work required to bring the property to standard is outside the scope of service.

At all times it is the owner's responsibility to notify the Association when to reinstate service e.g. when construction is finished or the property transferred.

The owner should bring to the attention of the Association any vegetation that should be excluded from the service.

Service may be subject to delays due to weather conditions or other matters beyond the reasonable control of the Association.

If the scheduled service is missed due to an exclusion condition or inaccessibility, the property will be rescheduled for the following service cycle.

## Lawns

To be maintained in a healthy, vigorous condition provided that they are free from disease and large concentrations of pests.

Height shall not exceed 6 (six) inches at any time and shall be mowed, edged and trimmed as required to maintain an even, well-groomed appearance.

## Trimming

Trimming is carried out on all properties that are scheduled for gardening service (i.e. not opted out of gardening provided by the Association) on a monthly cycle. Trimming of all plant material up to 7' in height is the responsibility of the Association together with palms and coconut trees of any height. Maintenance of any other plant material that exceeds the 7' height limit, other than palm and coconut trees, is the responsibility of the owner.

Shrubs and vines shall be kept in a healthy, vigorous condition provided that they are free from disease and large concentrations of pests.

Shrubs overhanging curbs or sidewalks shall be pruned.

Shrubs uniformly planted in rows, where it is clear the intent is to create a hedge, shall be trimmed so as to encourage a hedge.

## Groundcover

To be trimmed back from sidewalks and curbs as required.

To be maintained in a healthy, vigorous growing condition provided that they are free from disease and large concentrations of pests.

Groundcover overhanging curbs or sidewalks shall be pruned back.

## Other

Reasonable measures shall be taken to contain debris during service however some may enter pool areas in close proximity to vegetation. Under such circumstances the Association is not responsible for removing the debris from the pool.

Leaves & weeds shall be removed from planters and edges.

Broken or fallen branches from trees up to 7' (other than coconuts / palms) shall be removed.

Walkways and driveways shall be blown clear of gardening debris.

Debris, visible lawn clippings and tree trimmings shall be removed and prepared for collection.

## Exclusions

### Properties

Those opted out of gardening or trimming services.

Properties with unrestrained animals or animal feces.

Lots under construction.

### Services

Potted plants.

Lawn weeding.

Replacing landscaping materials.

Tree staking.

Treatment for any signs of disease or pest infestation.

Fertilizing.

Irrigation system.

Hand watering of all vegetation.

Hurricane preparation & clean up.

Debris from other service providers (such as gardening or construction contractors).

Removal of animal feces.

Moving of furniture or heavy articles.

Driveway weeding.

Mulching.

Installation of materials.

### **Owner's responsibility**

Notify the Association if the property is to be opted in or out of the gardening or trimming services.

Take any reasonable action necessary to control damage or protect the health, safety, and welfare of the public in the event of problems involving the landscape. Such action on the part of the owner shall not relieve the Association of any responsibilities related to the problem.

Ensure that the property is accessible and free of animals and feces.

### **Loss or damage**

All concerns relating to loss or damage to be reported via the Association office within 24 hours of service.



Liability is limited to the replacement cost of any accidental damage that is reported within 24 hours where the damaged property was installed according to manufacturers specifications, where applicable. Consequential loss is specifically excluded.

The Association shall assume sole and complete responsibility for their work, including safety of all persons and property except for liability arising from the sole negligence of the owner or tenants.