



Property Description/Location: New Road, Lewes

THIS AGREEMENT is made by and between **Reserve At Pilottown HOA**, hereinafter called the *Association* or *Owner* and **D.R.'s Lawn Maintenance, LLC** hereinafter called the *Contractor*.

TERM OF CONTRACT: January 1, 2020 and ending December 31, 2020

SCOPE AND SCHEDULE OF SERVICES:

TURF MAINTENANCE

APRIL—NOV Mow grass to a height of 3” to 3.5” every fourteen (14) days or as needed depending on the weather and turf conditions for a maximum of eighteen (18) cuts, to include mailbox cluster area, retention pond, and both sides of the ditch along New Road and 19 vacant lots. **Price per lot: \$ 21.00**
 Trash and debris picked up and discarded at the outset of each cut
 Trimming performed to maintain a neat edge around all objects, walks, curbs, roadways and beds with each mow All impervious surfaces blown free of clippings to complete every mow.

BED MAINTENANCE

MARCH—APRIL Pre-emergent and fertilizer applied to all common area beds and bio swales beds to control weeds and promote growth

MAR 20th—APRIL Common area and bio-swale beds cleaned up and edged and brown hardwood shredded mulch applied to achieve a depth of 2” to 2.5” across all beds.

APRIL—OCT Weed all flowers beds, sidewalks and roadways by spraying or hand pulling (not to include bio-swale)

SEPTEMBER Cut down/remove cut weeds in bio-swale
***Contact Board Prior to Scheduling.**

DECEMBER Cut back ornamental grasses, perennials and ground cover (not to include bio-swale)

TERMINATION:

This Agreement may be terminated by the Owner provided that thirty (30) days notice is given by certified mail to the Contractor and the notice is based upon a cause which would constitute a breach of the Contractor’s obligation. The Contractor shall have a fifteen (15) day right to cure said cause at which time the termination shall be rescinded. If the Contractor has not cured such said non-performance within this period following receipt of notice, then this Agreement will be deemed terminated. Should this occur the Contractor is entitled to all compensation due under this Agreement through the date of termination.



Unpaid balances of over thirty days will be considered in default and subject to suspension of services and an interest penalty eighteen percent (18%) annually. Further, the Owner will be responsible for all costs of collection, to include, but not limited to, court costs and attorney's fees. The Contractor may terminate this Agreement if the Owner fails to make timely payment of any amount due the Contractor.

OTHER TERMS AND CONDITIONS:

Any work not provided under this Agreement but authorized by the Owner and accepted and agreed to by the Contractor will be performed and billed on a time and materials basis at a cost \$35.00 per man hour for general labor.

The Contractor maintains Commercial General Liability insurance in the amount of two million dollars (\$2,000,000) to cover bodily injury and/or property damage directly due to the negligence of the Contractor or its employees. In addition, the Contractor maintains workers compensation insurance for all of its employees.

If fuel prices rise above \$4.249 a gallon a 4% fuel surcharge will be added to the total monthly invoice.

This Agreement constitutes the entire Agreement and no modification will be valid unless agreed to in writing by both parties.

PAYMENT TERMS:

Total Contract: Eleven thousand six hundred twenty (\$11,620.00) billed as ten (10) equal payments of one thousand one hundred sixty-two (\$1,162.00) due the last of every month beginning March 1, 2020 and ending December 1, 2020.

ASSOCIATION or OWNER: James Clunell 12-12-19
 Signature Date

CONTRACTOR: Devin Rice 12-16-2019
 Signature Date