



**SEVEN PONDS
MEDINA ROAD & JEWEL LANE
PLYMOUTH, MINNESOTA 55447**

Sales: JR Galler

Seven Ponds [2022]

Medina Road & Jewel Lane Plymouth, Minnesota 55447

Est ID: EST1595280

Date: Feb-17-2022

Annual Grounds Maintenance Service Agreement

THIS AGREEMENT ("Agreement") is by and between Midwest Landscapes, Inc., located at 6221 Oakwood Avenue NE, Otsego, Minnesota 55330 ("Contractor;" "Midwest Landscapes") and Seven Ponds HOA located in Plymouth, MN ("Customer").

- Services.** Contractor agrees to provide to Customer, and Customer agrees to obtain from Contractor, the following services and materials ("Services") described in ATTACHMENT A: Lawn Care & Maintenance.
- Term.** This Agreement shall remain in effect from April 1st to October 31st, or until either party provides thirty (30) days advance written notice to the other of termination of this Agreement. Contractor is entitled to recover from Customer for the payment of Services that have been satisfactorily performed but not yet paid.
- Payment.** Customer agrees to pay to Contractor \$11,890.55 ("Contract Price") in equal payments of \$1,698.65 each month for seven (7) months for summer grounds maintenance from April 1, 2022 through October 31, 2022. Taxes and regulatory fees are in addition to the Contract Price and are added at the time of invoicing. All invoices are due within thirty (30) days of the invoice date. A service fee of 1.5% per month on balance due will be charged until Customers' outstanding balance is paid in full.
- Late Payment and Cessation of Services.** If for any reason Contractor does not receive payment within seven (7) calendar days after the payment is due, Contractor may stop providing Services until the full amount owing to Contractor has been received. Customer shall pay all costs and expenses, including reasonable attorney's fees, incurred by Contractor to collect amounts due from Customer and to enforce any other provisions of this Agreement.
- Indemnification.** Contractor and Customer mutually agree to indemnify, defend, hold each other harmless and waive subrogation from any and all liabilities that arise out of or result from any acts or failures to act, or negligence on the part of the either of them or their employees, agents, and other parties for which Contractor and Customer are liable. This

obligation is continuing and shall survive the Term of this Agreement.

6. **Insurance.** Contractor shall provide Customer with a certificate of insurance evidencing coverage for commercial general liability, automobile liability, workers' compensation, and employer's liability at limits customarily maintained by companies that provide Services of the type contracted for in this Agreement.

7. **Damage Reporting.** Within 48 hours of having knowledge, Customer will report in writing to Contractor any property damage alleged to have been caused by Contractor. Contractor has no obligation, and Customer waives any damages for, property damage not timely and properly reported to Contractor.

8. **Slip and Fall Reporting.** Reports of slip and fall, with supporting documentation, must be made to Contractor within 24 hours of having knowledge of the incident.

9. **Severability.** The partial or complete invalidity of any one or more provisions in this Agreement shall not affect the validity or continuing force and effect of any other provision.

10. **Entire Agreement.** This agreement sets forth the entire understanding and agreement between Contractor and Customer and shall not be modified in any manner except in a writing executed by both parties.

11. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota without giving effect to conflicts of law principles. All disputes arising in connection with this Agreement shall be exclusively resolved in Elk River, Minnesota.

CONTRACT SERVICES	Billing Type	Season Price
Spring Cleanup	Per Season	\$926.31

Spring clean-up will be completed (1) time as soon as weather and/or ground conditions permit. Clean-up will generally be completed no later than May 1st, weather and conditions permitting.

Spring clean-up will include the following activities:

- Power sweep, vacuum, or blow fine turf areas within the property lines.
- Hand rake around buildings and obstacles as required.
- Hand rake, blow, or remove as appropriate, leaves and debris from all flower, and shrub beds, and landscape.
- Remove all debris and leaves from the property. We will not use wild areas or surrounding land for disposal sites without permission from the owner/property manager.

CONTRACT SERVICES	Billing Type	Season Price
Weekly Mowing/Weeding	Per Season	\$6,532.99

Mowing

Mowing of all formal turf areas will be completed on a weekly basis in order to maintain a well-kept appearance. If weather does not allow for mowing on the scheduled date, mowing will be done as soon as the weather and schedule permits. The mowing will include all mow able turf areas associated with the property.

Mowing will include the following activities:

Spot mow as required during periods of drought and/or dormancy. This may cause an uneven growth which shall be determined by the contractor.

A cutting height of approximately 3 inches.

Crews will clean up grass clippings from all sidewalks, walkways, driveways, steps, and patios immediately after each mowing.

Using the proper application of equipment in difficult areas, thus preventing excessive scalping. This decision will be determined by the contractor when possible.

Grounds will be policed for debris during scheduled mowing, with the exception of excessive storm debris. This removal will be charged at an hourly rate.

Trimming

Trimming/weed whipping around buildings, plantings, light poles, and other obstructions will be completed on a weekly basis. The contractor will not be held responsible for any damage to trees and shrubs provided by trimming/weed whipping service. Contractor may suggest proper protection for areas effected when needed (i.e.: tree rings, guards, etc.).

Weeding and Bed Maintenance

Weeding rock and/or bark mulch beds throughout the summer, both manually and chemically, are included in this contract. The contractor expects the client to keep all beds that are to be weeded in a well maintained condition. All landscape beds, sidewalk cracks, curbs, etc. will be kept weed free on a weekly basis. Client is expected to top dress all mulch areas every other season in order to help maintain a fresh weed barrier in all landscape beds. If client does not top dress every other season, contractor is not responsible for maintaining mulched landscape beds on site.

CONTRACT SERVICES	Billing Type	Season Price
Pruning	Per Season	\$450.25

Pruning

- The trimming of all ornamental shrubbery in landscape areas will be completed (2) times annually. The Shrub maintenance is intended to provide overall shape to existing shrubs and to prevent shrubs from encroaching on walkways, entrances, etc.
- Trimming will be done at the appropriate time as appropriate for the type of shrub.
- Tree trunks will be maintained to eliminate sucker growth.
- Any heavy or corrective pruning will be done at an additional charge.
- Trees and pines will be inspected for insects or fungus. Spraying for insects or fungus is available at an additional charge.
- Trimming of trees, topping, removal of dead trees, and removal of debris from wild natural areas is available. The contractor will provide a bid for review.
- Staking of trees and winter tree wrapping is available at an additional charge.
- Any dead, broken, or low hanging branches that interfere with the weekly mowing will be removed during the weekly maintenance of the property if deemed necessary by contractor.

Fertilizer Applications	Per Season	\$2,551.00
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Turf Fertilization & Weed Control

The objective of turf fertilization and weed control is to promote healthy turf and control/eliminate weed growth. Midwest Landscapes will work with the owner/property manager to insure that the fertilization and weed control program accomplish this objective. Product selection and application will be done in a manner to meet the objective and avoid any harmful effects. Applications will be done with the following specifications as a guideline, but may vary due to weather implications.

- Four applications of fertilizer will be applied at the appropriate times.
- One application of pre-emergent herbicide for crabgrass control will be applied before soil temperatures reach germination temperatures.
- Three applications of post-emergent broadleaf control will be applied at the appropriate times.
- The cost of all herbicide and fertilizers shall be included in the contract price unless special requests are made by the owner/property manager.

Fall Cleanup	Per Season	\$1,430.00
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Fall clean-up will be completed (1) time as soon as weather and/or ground conditions permit. Clean-up will generally be completed in the month of October, weather and conditions permitting.

Fall clean-up will include the following activities:

- Power sweep/vacuum/blow turf areas as necessary to remove leaves, rubbish, and miscellaneous litter.
- Clean leaves and debris from parking lots, sidewalks, patios, and drive lanes.
- Hand rake or blow rock/mulch beds as necessary to remove leaves, rubbish, and miscellaneous litter.
- All collected debris will be removed offsite, unless otherwise stated by the owner/property manager.

CONTRACT SERVICES	Billing Type	Season Price
	SubTotal (All Contract Services)	\$11,890.55
	Taxes	\$894.76
	SubTotal (All Contract Services)	\$12,785.31

The total price of all seasonal services is \$11,890.55 collected in 7 payments of \$1,698.65 per payment (\$1,826.47 after tax).

Estimate authorized by: JR Galler Estimate approved by: Michael Hanson
JR Galler
Signature Date: 02/17/2022 Signature Date: 3/15/2022
Email: jgaller@midwestlandscapes.com