

COMMON AREA GROUNDS MAINTENANCE AGREEMENT
_____ **Neighborhood Association**

This Agreement is made by and between _____
(the "Contractor") and the _____ Association, Inc.
(the "Customer") and covering a calendar year **beginning January 1, 20152016 and ending December 31st of 20152016**. The purpose of this Agreement is to state the terms and conditions under which the Contractor will provide grounds maintenance to the Common Areas owned by the Customer ("Neighborhood"), as noted below and identified on **Exhibit "A"(Site Plan)**.

I. Lawn Maintenance

1. Turf areas will be mowed weekly by Contractor during the growing season (April through October) and a minimum of two (2) times per month during the remainder of the year (38 Cuts).
2. Contractor will ensure property maintains a neat appearance. All curbs, court areas, sidewalks, and beds will be edged by Contractor at least twice per month or additionally if needed.
3. The blowing of leaves, clippings, and debris will be performed at the completion of each mowing visit on all courts, sidewalks, driveways, and curbs by Contractor. All asphalt surfaces are to be kept free of debris created by mowers, edgers, and weedeaters. Contractor will take care to ensure that blowing does not cause damage to any beds and that debris is blown into a suitable area.
- ~~4. Bermuda will be cut to a height of one and one half (1 ½") inches; fescue will be cut to a height of three (3") inches.~~
- ~~5.4.~~ Control of ants and ant mounds is required under terms of this contract. When ant mounds are noted, Contractor shall immediately treat ant mounds with a chemical for elimination.
- ~~6.5.~~ Control of ~~broad leaf and grassy~~all weeds is required under terms of this contract. All landscaped areas, shrub beds, tree bases, and open mulched or pine strawed areas will be **hand weeded and/or chemically treated** by Contractor as necessary to maintain a weed-free condition.

II. Shrubbery, Ground Cover, and Ornamental Trees

1. Pruning of all plant material by Contractor is required under the terms of this contract. All plant material will receive light pruning as needed during the growing season to maintain an attractive and healthy appearance. Heavy pruning and/or rejuvenation work will be completed by Contractor when plants are not in their active growing season to keep a neat appearance.
2. Control of insects is required under the terms of this contract. Insects will be controlled by Contractor with approved insecticides in growing season and when infestation is detected.
3. Control of ~~broad leaf and grassy~~all weeds is required under terms of this contract. All landscaped areas, shrub beds, tree bases, and open mulched or

strawed areas will be **hand weeded and/or chemically treated** by Contractor as necessary to maintain a weed-free condition.

4. Control of ants and ant mounds is required under terms of this contract. When ant mounds are noted, Contractor shall immediately treat ant mounds with a chemical for elimination.
5. **DEAD PLANT MATERIAL NOT REQUIRING SPECIAL EQUIPMENT FOR REMOVAL WILL BE REMOVED AND DISPOSED OF IMMEDIATELY. The Contractor will maintain a list of plants removed.**
6. Plants installed by Contractor will be under warranty for at least one year.

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III. Fertilization, Chemical Treatment

1. Turf fertilization, and Pre and Post Emergent Herbicides are required under terms of this contract. All turf areas as specified in **Exhibit "A" (Site Plan)** must be treated by Contractor a minimum of least five times during this contract and provide schedule to Customer by January 1. Upon treating property Contractor will place signs on treated areas.
2. Tree and shrub fertilization and pest control is required under terms of this contract. All trees and shrubs must be treated at least one time per year by Contractor.

IV. Irrigation Management

1. The Contractor shall retain full responsibility for the maintenance, upkeep, winterization, and use of all irrigation systems located in the Neighborhood.
2. Prior to the start of the growing season, the Contractor shall meet with Customer's representative to review the system and determine the irrigation requirements. Contractor will turn the irrigation system on and inspect all irrigation systems for leaks, inoperable valves or sprinkler heads, sprinkler heads that have dropped below the surface, and proper timer operation.
3. **For any system-irrigation controller that does not have a rain gauge or operational rain gauge installed, the Contractor shall install an appropriate gauge for an additional cost not to exceed \$200.**
- ~~4. The Contractor must request approval for any repairs that may total in excess of \$100.~~
- ~~5.4.~~ During the growing season, the Contractor is responsible for ensuring that proper watering is performed on a daily basis, as permitted by local law. This includes monitoring the system for accurate timing and aiming, and ensuring that the system does not work during rainstorms or when excessive water is already present in the ground. The Contractor is responsible for checking the system(s) on a weekly basis for proper operation. The Contractor will be fully responsible for the loss of any plant material, turf, or trees due to inadequate or excessive irrigation practices. Should the Customer experience excessive water usage bills, the Contractor will be required to show proof of regular monitoring and proper system operation.
- ~~6.5.~~ In the case of drought conditions and/or water restrictions, the Contractor shall be fully aware of the state, county, city and other municipal restrictions

and schedule irrigation accordingly. In the event that a Customer receives a fine for not following the watering restrictions, the Contractor shall be held liable for the fine amount(s). If the irrigation system cannot be used due to water restrictions, the Contractor shall propose an alternate source of watering including but not limited to the use of a water truck and hand watering according to the water restriction schedule, to be billed to the Customer at an additional cost.

~~7.6.~~ At the conclusion of the growing season, the Contractor is responsible for performing a closing check on all systems and winterizing the system(s) no later than November ~~1st of each year~~. **The Contractor shall file a report with FAM indicating that the system(s) is preserved for the winter months. Any damage resulting from lack of winterization will be charged to Contractor.**

V. General

1. On every scheduled visit, all trash located on landscaped areas will be removed and properly disposed by Contractor.
2. All trash containers, including dog waste stations, located on Common Areas, including but not limited to pool areas, tennis courts, play areas, and walking trails shall be emptied by Contractor during every scheduled visit.
3. Where applicable, the Contractor shall be responsible for emptying dog station bags on a weekly basis, and installing a new collection bag. The Contractor shall be responsible for maintaining a supply of both collection bags and pickup bags, to be ordered and billed to the Customer ~~as necessary~~.
4. All courts will be cleaned of debris and blown off by Contractor as necessary during the course of each scheduled visit.
5. The Contractor is responsible for proper instruction of all safety measures to their personnel.
6. The FAM Association Manager will serve as the contact person for all Customer requests or comments.
7. Should specific access to a particular maintenance area be necessary, the Customer will provide such access.
8. Contractor shall provide maintenance of detention/retention facilities to county, city or other municipality's standards upon request by Customer and Customer shall pay an additional fee outlined in Section VII.
9. Work Hours are to be as follows, or if more restrictive, county, city or other municipality regulation or code:
 - a. Common Areas including entrances, pool, tennis courts, clubhouse areas and other non-residential areas: 7:00 AM to 7:00 PM
 - b. Around townhomes, single family homes and other residential areas: 8:00 AM to 7:00 PM.

VI. Terms

1. The Contractor is required to furnish all labor, materials, fuel, equipment, supervision, insurance and labor taxes. The Contractor must be fully covered

- by public liability, Workers Compensation and property damage insurance during the term of the contract.
2. The Contractor will not be liable for loss or damage to plant material caused by person(s) not employed by Contractor or by extreme acts of nature.
 3. The Customer may cancel this contract by means of a thirty (30) day written notice without cause, or immediately with cause.
 4. This Contract is only for work performed on Neighborhood Common Areas, and does not include work done on the Neighborhood Model Home or any other Neighborhood Lot not included in the Common Areas.
 5. The Contractor, its sub-contractors, their agents and employees shall indemnify, hold and save harmless and defend at its own expense the Customer, its officers and employees, and Fieldstone Association Management, LLC, its officers and employees, from and against all claims, demands, losses, expenses, damages, actions, suits and other proceedings, judgments, settlements or any other matter in any way arising from, by reason of, in connection with or based upon, any act or omission occasioned by or otherwise attributable to the Contractor, its sub-contractors, their agents or employees and the services rendered by the Contractor, its sub-contractors, their agents or employees pursuant to this Contract.

VII. Payments

1. The Contractor hereby proposes to perform the work and services set forth above for the price of \$_____ per year, upon specification, conditions and terms as set forth herein for areas noted on Exhibit A. Payments by Customer to Contractor shall be made in 12 monthly payments of \$_____.
- ~~2.~~ Retention Pond maintenance will be billed at \$_____ per request to maintain pond.
- ~~2.3.~~ Where applicable, additional lots will be billed at \$_____ per lot per month.
- ~~3.4.~~ Invoices will be sent to Customer, Attention: FAM at 2675 Paces Ferry Road, Suite 125, Atlanta, Georgia 30339 or via e-mail to Accounting@FieldstoneRP.com, on the first day of each month for services performed during the previous month. Invoices received later than 90 days after completion of services will not be accepted or paid by Customer.

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VIII. ACCEPTANCE

1. Acceptance of this Agreement by Customer through signatures below and return of this Agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

For the Customer:

By: _____

Printed Name: Ryan Maki

Title: Managing Agent
Authorized Agent – “Customer”

Date: December 31, 2015

For the Contractor:

Contractor: _____

By: _____

Printed Name: _____

Title: _____
Officer – “Contractor”

Date: _____

Address _____

Tax ID: _____

Cell # _____

Office # _____

Office Fax # _____

Email _____