



Landscaping and Grounds Maintenance Agreement

Parties: This Landscaping and Grounds Maintenance Agreement (the Agreement) is entered into between The Vintage at Verdigris Homeowners Association, an Oklahoma non-profit corporation (the Association) and Tanner Smith, dba Eastern OK Lawn Smith (Contractor).

Homeowners Association Board of Directors: The Contractor will communicate with and take direction exclusively from the Homeowners Association Board of Directors (the Board).

Notice: Any notice or other communication required under this agreement shall be via the U.S. mail, at the following addresses:

For the Association: The Vintage at Verdigris Homeowners Association
 P.O. Box 923
 Claremore, OK 74019

For the Contractor: Tanner Smith, dba Eastern OK Lawn Smith
 26685 Duck Pond Lane
 Claremore, OK 74019

Effective Date: The effective date of the Agreement will be April 1, 2022 or the date on which both parties have signed the agreement, whichever is later.

Term: The Agreement shall remain in effect for one (1) year from the Effective Date. This agreement will automatically renew for an additional term of one (1) year unless either party provides written notice of their intent to either terminate or renegotiate. Such notice must be given a minimum of thirty (30) days prior to the termination date of the Agreement.

Termination Before the End of One Year: Either party may terminate this Agreement without cause, provided a sixty (60) day written notice is given according to the requirements of this Agreement.



Fees and Billing: The Association agrees to pay the Contractor the sum of One Thousand Eight Hundred Thirty-Five Dollars (\$1,835.00) each month, payable in advance. Except for the first month of this agreement, the Contractor will send an invoice to the Association a minimum of fifteen (15) days before the first day of the following month. If the Effective Date is after April 1, 2022, fees for the month of April will be prorated at the rate of Sixty-one dollars and 17 cents (\$61.17) per day from the Effective Date through April 30, 2022.

Services: The Contractor will provide the following services, on the schedule provided herein:

1. Weekly Services: All "Weekly Services" to be done weekly during "mowing season". Mowing season will be determined by weather and growth patterns, but should be assumed to be March 1 through October 31.:
 - 1.1. Debris Removal: Trash, limbs and other debris to be removed and disposed of prior to mowing.
 - 1.2. Mowing: All common areas will be mowed, weather allowing and unless unnecessary because of lack of growth. Common areas include the front entrance on Vintage Trace; the traffic circle on Vintage Trace; all grassy islands in cul-de-sacs and semi-cul-de-sacs; the walking trails; and the area around both ponds where mowing is possible. Where mowing is not possible around ponds, grass will be cut using string trimmers.
 - 1.3. Trimming: At each mowing, the grass will be trimmed along the walking trails, common area sidewalks, fences and other concrete barriers.
 - 1.4. Blowing Grass Clippings: Each mowing will include blowing grass clippings from walking trails, sidewalks, bridges and playground area. Grass clippings that may enter pond drains should be removed from the vicinity of the drains.
 - 1.5. Sprinkler Systems: Check that sprinkler system is operating properly and adjust as needed.
 - 1.6. Trash Cans: Empty all trash cans in common areas.
 - 1.7. Twice Yearly Services: Seasonal flowers will be installed in all planting beds two (2) times per year.
2. Once Yearly Services: The following services will be performed once each calendar year:



- 2.1. Christmas lights will be installed in the front entrance during the first week of November each year.
- 2.2. Mulch will be replaced in all mulched beds once each year in the spring.
3. Periodic or “as needed” services: The following services will be provided on a less than weekly basis.
 - 3.1. “Off-season” performance of weekly services: Any service provided on a weekly basis during the growing season will be performed when needed during the off-season.
 - 3.2. Weed Control and Fertilization Treatments:
 - 3.2.1. The entry, the traffic circle and traffic islands will receive four (4) weed control and two (2) fertilizer treatments at appropriate intervals.
 - 3.2.2. Weeds and other noxious or destructive growth will be removed from common area sidewalks and walking trails.
 - 3.2.3. Weeds will be removed from planting beds in common areas on a regular basis by either spraying, manual removal or both. During the growing season the need for weed removal should be evaluated at least twice a month.
 - 3.3. Bush/Shrub/Tree Maintenance: Plants that require regular trimming will be trimmed once per month unless such frequency is unnecessary.
 - 3.4. Pruning or “cutting back” of plants will occur as needed.
 - 3.5. Tree trimming will occur as needed.
 - 3.6. Leaf Removal: Leaves will be removed from common areas as needed.
 - 3.7. Periodic Off-season Inspections: During the period beginning November 1 and ending February 28/29 each year, Contractor will inspect the common areas twice per month or more often as needed, to determine if any contracted for services are required.
 - 3.7.1. Out of Scope Service Requirements: Contractor will promptly inform the Board of any apparently required services that are not included in this agreement.




Additional Terms and Conditions: The following terms and conditions will apply.

1. Contractor will provide all equipment required to perform the included services.
2. Cost of Supplies and Materials:
 - 2.1. Contractor will bear the cost of:
 - 2.1.1. Fuel and other consumables required to operate necessary equipment;
 - 2.1.2. Chemicals required for any contracted for treatments.
 - 2.1.3. Worker’s Compensation and General Liability Insurance
 - 2.1.3.1. Contractor will maintain Worker’s Compensation and General Liability Insurance in force for the entire term of this agreement.
 - 2.2. The Association will bear the cost of:
 - 2.2.1. Plants, mulch, stone and other landscaping materials
 - 2.2.2. Replacement parts or replacement equipment for any equipment or item owned by the Association
 - 2.2.3. Christmas lighting or other decorative material
 - 2.3. Sub-contractors
 - 2.3.1. Contractor may engage subcontractors to perform included services only with the approval of the Board.
 - 2.3.2. Any costs associated with any subcontractor will be borne solely by the Contractor.

Agreed to on behalf of the Association by:

Agreed to on behalf of the Contractor by:

 4/4/22

 3-29-22

Marc Speer, President

Date

Tanner Smith

Date