



# LITCHFIELD LANDSCAPING

## TERMS OF SERVICE (Agreement)

This **TERMS OF SERVICE** Agreement (hereinafter the “**Agreement**”) is made as of this Date (“**Date of Agreement**”) by and between the Owner (“**Owner**” or “**Manager**”), and Litchfield Asset Management, Inc., dba: Litchfield Landscaping, Inc., a California corporation (hereinafter the “**Contractor**”).

In consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor hereby agree as follows:

1. **Basic Terms & Definitions:** This Section contains the Terms of Service of this Agreement (hereinafter the “**Terms of Service**”) between Owner and Contractor. Other Sections & Exhibits of this Agreement explain and define the Terms of Service and are to be read in conjunction with the Terms of Service. In the event of any conflict between the Terms of Service provisions, and any other provision in the Attachments, Amendments, or Exhibits of this Agreement; the Agreement’s provisions shall prevail.

1.12 **Date of Agreement:** this shall mean either the date listed here ( \_\_\_\_\_ ) as it is printed on a “Hard Copy” of this Agreement OR the date the “Job”, “Quote” or “Estimate” is approved or executed electronically. Electronic Execution shall include (and be just as legally binding as a wet signature) an email sent and received authorizing the Contractor to proceed, a text, fax, and/or any “Doc-u-sign®” type of electronic signature. See also Section 25 in its entirety.

1.13 **Owner & Manager:** this shall mean either the name listed on EXHIBIT “A” **Owner Information, Parties, Addresses and General Information**, or the name and related legal party(ies) or entity(ies) that either accepted or executed electronically the Agreement, Quote, or Estimate. Additionally, the term **Manager** shall be any party authorized by the owner or its agent to execute contracts and documents on its/their behalf. The term **Manager** or **Agent** is generally a Property Manager, Board Member, Trustee, Partner, Attorney, HOA manager, or Contractor under contract with the Owner. The terms **Owner** and **Manager** can be interchangeable when discussing the party approving the contract.

1.14 **Contractor:** this shall mean Litchfield Asset Management, Inc., **dba: Litchfield Landscaping, Inc.**, located at 3325 Cochran Suite 200, Simi Valley CA 93063; 818-781-0255.

1.15 **Representations:** Contractor represents that it is licensed to perform the Agreement’s services in the State of California and has the necessary experience to perform these Services for residential, multi-family, commercial, institutional, government, parks, HOA, on industrial properties like the Property herein belonging to the Owner. Any description needed more than the US Postal



## LITCHFIELD LANDSCAPING

address would be listed in EXHIBIT “A” – **Owner Information, Parties, Addresses and General Information**, for greater clarification. Owner represents that it has full authority to execute this Agreement and assumes all responsibility as would any party authorized to execute a contract, and as such is fully authorized to enter into this Agreement.

**1.16 Term:** The term of this Agreement shall be one of the following descriptions listed below that best describes the project being agreed to:

- a) **Short Term:** any project that takes less than a few days to complete (lawn mowing, sod replacement, planting, minor to moderate landscaping, etc.). This type of project is not recurring and would be considered complete upon final payment. This project would be scheduled based upon the Owner’s needs, time, and access along with Contractor’s manpower availability and weather.
- b) **Long Term:** any project that takes longer than a few days to complete, would consist of more than one payment or has progress payments. This type of project is also not recurring and would be considered complete upon final payment. This project would be scheduled based upon the Owner’s needs, time, and access along with Contractor’s manpower availability and weather. Finally, this project would likely be (but not required) spelled out in its own Exhibit.
- c) **Recurring Project/Property Maintenance:** any project that is scheduled on a recurring basis, such as weekly, semi-monthly, or bi-monthly, generally on the same day; and where the work/tasks are repeating and described in general or industry standard terms. This project would be scheduled based upon the Owner’s needs, time, and access along with Contractor’s manpower availability and weather.
- d) **Termination:** This Agreement may be terminated by either party via mutual agreement, in writing, or pursuant to Paragraph 2 of this Agreement.

**1.17 Property:** Shall mean any address listed on the Estimate, Job Sheet, Work Order, or that specific address listed in EXHIBIT “A” – **Owner Information, Parties, Addresses and General Information**.

**1.18 Section/Paragraph:** The terms Section and Paragraph are used interchangeably in this Agreement and in all Exhibits.

**1.19 Services:** See Exhibit “C” **Scope of Work** (hereinafter “Scope of Work”) attached hereto and made a part thereof.

**1.20 Compensation:** Compensation for services noted herein are called out in either Exhibit “A” or on the Quote, Flyer, or Estimate while the Services to be provided are described in Exhibit “C” “Scope of Work” or on the Quote, Flyer, or Estimate. Contractor shall receive payment by either:

- a) **Fixed Payment:** a fixed monthly amount as listed in the Estimate,



# LITCHFIELD LANDSCAPING

Work Order, or Electronic Agreement, this amount is payable upon the last day of the month. This includes but is not limited to items such as weekly or monthly lawn or landscaping care & maintenance.

- b) **Progress Payments:** Payments made for projects of a larger nature, including those larger tasks that take more than a single day to complete, shall be billed via progress payments.
  - i) The use of progress billing is at the sole discretion of the Contractor.
  - ii) Progress billing will conform to the laws of California.
  - iii) All payments made against a progress billing invoices/statement are due within 5 days of the date received.

**1.20 Additional Provisions:** While performing the Services, Contractor's agents, employees, servants, and contractors shall not admit anyone into the Property other than authorized personnel of the Contractor, Owner, or Tenants of the Property.

**1.21 Exhibits**

- a) **EXHIBIT "A" is Owner Information, Parties, Addresses and General Information**
- b) **EXHIBIT "B" is Additional Items & Exceptions**
- c) **EXHIBIT "C" is Scope of Work (Includes some Hourly Rates and item specific data)**
- d) **EXHIBIT "D" is Additional Definitions**
- e)  **EXHIBIT "E" is "Your Project" and is included if checked.**

**2. Termination:** Owner and Contractor may terminate this Agreement without cause at any time during the term by providing the other party with sixty (60) days prior written notice. If Contractor at any time fails, for any reason, to properly and diligently perform the Services in the manner and at the times set forth in this Agreement, Owner may, at its sole discretion: (a) give Contractor written notice of default and, if the default is not remedied within 15 days after receipt of the notice from the Manager or Owner shall have the right to engage another party to provide such labor and materials and Services as may be necessary and shall have the right to deduct the reasonable cost thereof from any money currently due to Contractor under this agreement. No monies being deducted from those funds currently due the contractor shall result in any monies being due by contractor to either the Owner, the Manager or any hired 3<sup>rd</sup> party contractor.

**3. Confidentiality of Owner's Records (aka: a Non-Disclosure Agreement):** Contractor acknowledges that all information disclosed by Owner to Contractor for purposes of performing the Services, or which comes to the attention of Contractor during the course of performing the Services is proprietary to Owner. Contractor also acknowledges that a Manager may have fiduciary responsibilities to third parties to keep certain records, names or data confidential and proprietary. Except to the extent that

**3.01** disclosure is required by a court order or law, OR



## LITCHFIELD LANDSCAPING

- 3.02 Contractor has been given permission from the Owner and the Owner has had a reasonable amount of time to protect its confidential information,

Contractor shall not disclose said information or knowingly permit its employees, officers, or agents to disclose said information to any non-employee of Contractor or any employee of said Contractor not having a specific need-to-know in performing the Services authorized by Owner. Contractor further agrees to instruct its employees and agents regarding the obligations imposed by this Section and agrees to take all reasonable steps necessary to ensure fulfillment of this obligation. At no point shall the contractor be allowed to sell, give away, or trade the Owner's personal information or information of a personal nature, to any third party or media outlet/source for an exchange of money or other type of compensation. This Section 3 shall survive the termination of this Agreement. This section of the Agreement is immediately null and void if the Owner or Manage file a lawsuit against the Contractor.

4. **Independent Contractor Status:** Contractor is an independent contractor and not an employee or agent of Owner. Contractor shall select its own employees, agents, independent contractors or servants and such employees, agents independent contractors, and servants shall be and act under the exclusive and complete supervision and control of Contractor. Contractor hereby acknowledges its responsibility for (i) all federal, state, and local withholding taxes, payroll taxes and other employment taxes, (ii) any contributions required by unemployment insurance laws, and (iii) full payment of the wages, employee benefits (including pension, welfare and vacation benefits), (iv) health insurance and or workman comp claims, and all other compensation of all employees, agents, independent contractors, or servants engaged by Contractor in the performance of this Agreement. For purposes of compliance with the requirements of the Occupational Safety and Health Act of 1970, as amended, the Services performed for Owner shall be deemed entirely within Contractor's responsibility. Contractor(s) shall take all necessary precautions for the safety of their employees, agents, independent contractors, servants, and other contractors.

5. **Advertising:** Contractor may use Owner's name or refer to Owner directly or indirectly in any advertisement or release to any professional or trade publication without receiving Owner's specific prior written approval for such use or release. This shall not include the Owner's Address, phone number, likeness, statement of approval, or those statements inferring the Owners endorsement of the Contractor's work.

6. **Contractor to Repair:** Contractor shall promptly repair and/or replace, at its own cost and expense, any damage to, or loss of, property caused by its agents, servants, independent contractors, or employees, which repairs or replacements shall be made to the satisfaction of general industry Fit and Finish requirements/guidelines.

7. **Compliance with Law:** In the performance of this Agreement, Contractor agrees to abide by all present and future laws, codes, ordinances, rules, or regulations of federal, state or municipal governments or instrumentalities having jurisdiction. Contractor shall obtain, at its sole cost and expense, and keep current all licenses, permits, tax stamps and other documents which are required by law, rule, or regulation and which are necessary to perform the Services herein, and shall deliver a copy of such licenses, permits or other documents to Owner when requested. Contractor shall indemnify and hold harmless Owner and Owner's officers, directors, partners, employees, and agents from and against any violation by Contractor, its agents, servants, contractors, or employees, of any and all laws, rules or



# LITCHFIELD LANDSCAPING

regulations occurring during the performance of this Agreement.

**8. Insurance:** During the entire term of this Agreement Contractor shall maintain, at its sole cost and expense, insurance as set forth below and shall deliver to Owner certificates of insurance in form satisfactory to Owner when requested. Contractor shall maintain:

- 8.01 Commercial General Liability Insurance** against bodily injury and property damage with a combined single limit of not less than \$1,000,000 per person and \$1,000,000 per occurrence, including contractual liability insurance specifically insuring the indemnifying portions of this Agreement; and upon request naming the Owner and Agent as additional insured.
- 8.02 Excess Liability Insurance** in the amount of \$1,000,000 excess over the primary Comprehensive Liability Insurance of \$1,000,000 with, upon request an endorsement naming the Owner and managing agent as an additional insured.
- 8.03 Worker's Compensation Insurance** as required by law.
- 8.04 Employers Liability Insurance** EPLI & ELI with limits of \$1,000,000.
- 8.05 Comprehensive Automobile Liability Insurance** covering owned, non-owned and hired vehicles against personal injury and property damage with a combined single limit of not less than \$1,000,000 per occurrence and, if requested in writing shall name Owner and managing agent as additional insured.
- 8.06 Insurance Policies – General** Upon written request an insurance policy (when applicable) shall identify Owner as an additional insured party.

Any Certificates of Insurance provided by Contractor pursuant to Section 8 shall be endorsed to provide that such policies shall not be materially changed or canceled until at least thirty (30) days prior notice thereof by Registered Mail is given to Owner. Such notice shall be given by the Insurance Company, and failure to give such notice shall not extend coverage beyond any time period, or create a termination date beyond that which would have been noted or created had the notice been sent.

**9. Employees of Contractor.** Any and all employees of Contractor not satisfactory to Owner will be replaced upon written request within 48 hours or as otherwise requested by Owner, by another or others satisfactory to Owner. Contractor represents that it shall use trained personnel directly employed and supervised by Contractor, that it now has and will keep employed sufficiently skilled and competent personnel, and that such personnel will receive such training as necessary to perform the landscaping Services.

**10. Employees of Contractor Uniform & Equipment:** Contractor at its sole cost and expense, shall ensure all employees of Contractor are in the Contractor's standard issued uniform and have appropriate equipment to ensure timely, safe, and professional completion of this Agreement's services as defined the Scope of Work. No Employee shall smoke (anything) while upon the Property or job site.

**11. Contractor Employee Supervision:** When necessary and as need and determined by Owner and Contractor, Contractor shall ensure a supervisor is on site, who has supervisor authority over the Contractor's employees while the Services are being provided as listed in Exhibit B, who will additionally act as the Contractor's representative at the Property.



# LITCHFIELD LANDSCAPING

**11.01** The Contractor may (as the size of the job requires) assign an account representative who will work closely with the Manager to coordinate Contractor's completion of the Agreement's Services and to complete inspections as agreed to.

**12.** **Contractor Administration of Records:** Contractor shall, when required, provide a detailed proposal for all work to be completed outside of this Agreement (such as Change Orders, additional projects, or an additional Property). Therein, Contractor will detail out those costs by materials, plants, and labor, which must then be pre-approved in writing by the Manager before any landscaping or additional work can be completed outside of this stated Agreement of Services. Contractor understands that this information must be attached to the Contractor's Estimate or Quote to allow the Manager to ultimately verify all materials were delivered and installed in accordance with the approved landscaping proposal, estimate or quote.

**13.** **Contractor Safety Responsibility:** The Contractor is solely responsible for ensuring that its watering, maintenance or cleaning of the Property's grounds, entrances, and walkways areas does not pose a significant slip and fall hazard to the Property's tenants, patrons, visitors, and guests.

**14.** **Hazardous Waste:** Contractor shall not cause or permit any hazardous material to be generated, produced, brought upon, used, stored, treated, released, or disposed of in or about the Property by Contractor, its agents, employees, contractors, or servants without the prior written consent of Owner.

**14.01** Contractor shall indemnify, defend and hold the Owner harmless from and against any and all action (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses (economic or other) arising from a breach of this prohibition **by Contractor, its agents, employees, contractors or servants.**

**14.02** For the purpose of this Agreement any items, including and related to, gasoline or diesel fuels, gasoline or fuel mixtures, motor or lubrication oils, grease, petroleum by products, and ANY pesticides are **exempt from this clause.** Owner and Contractor agree that appropriate and industry standard amounts of these items are needed and/or requested by the Owner as a part of this Agreement, and **only** if in egregious **and** with exceptionable disregard for their use around animals or people would Contractor be solely liable for these items causing any type or kind of injury or damage.



## LITCHFIELD LANDSCAPING

**15. Conservation:** Contractor agrees that in performance of this Agreement there exists a need to conserve natural resources. Contractor shall participate in and support Owner's conservation programs including but not limited to, energy conservation and material recycling programs. Owner understands and agrees that in many situation conservations methods can cost more in both time and materials, and further understands that Contractor will bill for those additional costs.

**16. Examination:** Contractor acknowledges that prior to the execution of this Agreement, Contractor has made sufficient examination, inspection, and tests of the Property to determine the difficulties and hazards incidental to the performance of the Services, whether arising from the location or condition of the Property, proximity to adjacent facilities, equipment, tanks, buildings and other structures or otherwise, and has determined to Contractor's satisfaction the nature and extent of all difficulties and hazards, as such the Contractor herein agrees that it can adequately maintain the Property and provide landscaping services upon the property as defined herein and/or in Exhibits "C".

**17. Property Facilities:** Owner reserves the right, without liability to Contractor, to stop or interrupt any Access Gates, doors, access control panels, heating, electrical, elevator, escalator, lighting, ventilation, air conditioning, chilled water, gas, steam, power, water, cleaning or other Property facilities at such time or times, and for so long, as may be necessary by reason of accidents, strikes, repairs, alterations, improvements, the inability to secure fuel, gas, water, electricity, labor or supplies, or any other cause beyond Owner's reasonable control.

**18. Assignment:** Contractor shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Owner or it's Agent, which consent may be granted or withheld in Owner's sole discretion. In addition to the foregoing and in the event of any approved assignment or delegation, Contractor shall remain fully liable for assignee's or subcontractor's timely and full compliance with all of the terms and conditions of this Agreement. Any prohibited assignment or delegation shall be null and void. This Agreement may be assigned by Owner and, upon the delivery to Contractor of an executed duplicate original of such assignment document, Owner named herein shall be relieved of all obligations thereafter accruing under this Agreement.

**19. No Waiver:** The failure by Owner to insist upon strict performance of any of the terms and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be considered to be a waiver or relinquishment of such performance by Contractor or rights of Owner, and all terms and conditions shall remain in full force and effect.

**20. Entire Agreement; Amendments:** This Agreement and its Exhibits, Attachments and Amendments contain the entire Agreement between Owner, Manager and Contractor with respect to the subject matter hereof and supersedes all prior discussions, negotiations and agreements between Owner and Contractor, whether written or oral, and Owner and Contractor agree that there are no other oral or written agreements or representations between Owner and Contractor with respect to the Services. This Agreement may not be modified or amended unless such modification or amendment is in writing and duly executed by both Owner and Contractor.



# LITCHFIELD LANDSCAPING

**21. Notices:** Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give or serve upon the other shall be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, addressed as shown above or in Exhibits. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, or on the date shown on the return receipt or other evidence of delivery, if mailed.

**22. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**23. Attorneys' Fees:** If any action is brought by either party against the other party to interpret or enforce any of the terms of this Agreement, each party shall be responsible for their own legal fees. ONLY in the case where it can be shown that the non-prevailing party was intentionally malicious, falsified documents or evidence, or knowingly perjured themselves then the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For purposes of this Agreement, the term "**attorneys' fees**" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, Photostatting (making copies), duplicating and other expenses, air freight charges, travel costs, investigator fees, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

**24. Time of the Essence:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

**25. Acceptance & Counterparts:** This Agreement may be, and will likely be, executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any counterpart identical thereto except having additional signature pages executed by other parties to this Agreement & attached thereto.

**25.01 Acceptance via Text or other types of Media:** Technology today has gone well beyond the sole use of "hardcopy" contracts with "wet signatures" and includes the ability to communicate, transfer thoughts and ideas, and accept those ideas & premises and execute contracts over various platforms. The use of social media, texting, e-mail, facsimile, etc. are all acceptable methods of accepting this Agreement, and by default these Terms of Service. This Agreement may be accepted via e-mail, text, fax, or by any other media method if the following has occurred:

- a) The Owner was made aware of the existence of these Terms of Service via a written & viable method. This method could be as simple as a working web address listed on a flyer, up to and including the delivery of a physical hard copy of these Terms of Service, **AND**
- b) Some physical interaction between the Owner and the Contractor or its Agent(s) has taken place (such as: a conversation, a meeting, or the





## LITCHFIELD LANDSCAPING

- delivery of a flyer, quote or estimate to the property's address including some handwritten pricing, **AND**
- c) In response to that conversation, flyer, quote, estimate, meeting, etc. the Owner physically reaches out to the Contractor and accepts the offer, estimate, or quote. This acceptance can be as simple as texting "YES" to a phone number listed on the estimate, quote or flyer, **AND**
  - d) This method of reaching out created a physical record that can identify the Owner or its Agent (such as a phone number OR e-mail address), **AND**
  - e) The contractor responds to the Owner with some form of acceptance, such as scheduling an appointment to perform the work described herein.

**26. Nondiscrimination:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov't Code Section 12900 et seq.) and the applicable regulations promulgated thereunder, which are hereby incorporated into this Agreement by this reference.

**27. Invalidity:** Wherever possible, each provision of this Agreement shall be interpreted in such a manner to be valid under applicable law, but, if any provisions or portion thereof this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if the invalid or prohibited provision or portion thereof had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

**28. Interpretation:** The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings or their numbering in this Agreement is solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.

## SIGNATURE PAGE FOLLOWS



# LITCHFIELD LANDSCAPING

**IN WITNESS WHEREOF**, the Owner knowingly is in need of the Contractor's Services, and the Contractor is knowingly agreeing to provide such services. Both parties having agreed to the above, and its attached Exhibits, does hereby cause their duly authorized representatives or themselves respectively to execute this Agreement as of the date first above written.

**OWNER/MANAGER:**

\_\_\_\_\_

By: \_\_\_\_\_,  
Authorized Agent:

**CONTRACTOR:**

**Litchfield Asset Management, Inc.  
Dba: Litchfield Landscaping, Inc.**

By: \_\_\_\_\_,  
Authorized Agent:



# LITCHFIELD LANDSCAPING

## EXHIBIT “A”

### Owner Information, Parties, Addresses and General Information

**Owner’s or Manager’s Name** See Proposal, Estimate or Flyer agreed to

**Property Address/Job Site(s)** See Proposal, Estimate or Flyer agreed to

**Owner’s Representative Name** See Proposal, Estimate or Flyer agreed to

**Representative Address** See Proposal, Estimate or Flyer agreed to

**Phone** See Proposal, Estimate or Flyer agreed to

**COMPENSATION - Monthly Maintenance Amount:** The Contract or Agreement amount for Monthly Maintenance shall be:

1. \$\_\_\_\_\_per month,

OR

2. As stated, or noted on the Estimate, Statement, Flyer, Quotes or other executed document.

**COMPENSATION – Entire Project** 1. See Exhibit “E” or As stated, or noted on the Estimate, Statement, Flyer, Quotes or other executed document.



# LITCHFIELD LANDSCAPING

## EXHIBIT “B” Additional Items & Exceptions

EXEMPTIONS	General Description
<b>1 Asphalt or Concrete Parking Areas – COMMERCIAL PROPERTIES ONLY</b>	Unless otherwise noted or checked, parking lots, roadways and adjacent rights of way are exempt from this agreement.  <input checked="" type="checkbox"/> This agreement, unless specifically noted, covers the entire Property; and as a part of that Property, includes areas used for parking, such as a driveway, or walkways, and these asphalt/cement areas are included and will be cleared generally by blower.
<b>2 Waterfalls &amp; Pumps</b>	Unless otherwise noted or checked waterfalls, water features, pumps, piping, and related items are NOT included in this contract.
<b>3 Ponds, Lakes, and Swimming Pools</b>	Unless otherwise noted or checked bodies of water, ponds, pools, lakes, etc. are not included in this contract and should be looked after by licensed contractors.



# LITCHFIELD LANDSCAPING

## EXHIBIT “C” Scope of Work

Only those items checked (**example: checked  unchecked** ) are included in this Agreement or Terms of Service. Any other item(s) would be considered an extra or an “add-on” and would be at an additional cost. Several items listed in “bold” can be located in the Definitions Exhibit for clarification.

*Items noted under RESIDENTIAL SERVICE PROGRAMS can be accepted, even if unchecked here, but checked or noted on a Quote, Estimate or Flyer, and ultimately accepted.*

### 1. RESIDENTIAL SERVICE PROGRAMS

1.01 **PLATINUM WEEKLY SERVICE** This service takes place weekly as the weather permits. This service is based on an average of 50 weeks a year with no service over Christmas or New Years. Each month there is an average of 4.5 weeks a month and ideally the services are scheduled on the same day each week. This service is covered by a reoccurring monthly fee, and may include some pre-approved extras.

- a) **Mowing:** Turf grass will be mowed on a weekly basis, as weather allows. Turf is to be mowed to a height of 1 ½”- 2 ½” depending on time of year. Turf to be mowed between 52 weeks per year weather permitting.
- b) **Weed Control:** Turf will be inspected regularly for weed growth, and weeds will be removed as needed. **Pre-emergent and post-emergent herbicides** will be applied to limit weed growth included (the chemicals themselves are an additional cost, based upon type, mixture, and qty.).
- c) **Edging:** Turf edges adjacent to walks, curbs, paving, **mow strip**, shrub areas and buildings will be trimmed weekly. **Ground cover** will be pruned, sheared, or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. The **ground cover** will be trimmed back from all controller units, valve boxes, misc. fixtures, or above ground structures.
- d) **Clipping Disposal:** Clippings will be swept or blown off walks and roadways. All clippings will be disposed of off-site in an approved site on the same day mowing takes place.
- e) **Watering Turf:** Watering will be applied as frequently as weather conditions require maintaining proper growth and replenishing soil moisture below the root zone. The watering schedule will be reviewed weekly. Watering is completed using the onsite irrigation system.
- f) **Fertilization:** All mow-able turf will be fertilized six, (6) times a year with a fertilizer best suited for your property; not necessarily a “balanced fertilizer”. The testing and application are included, the



## LITCHFIELD LANDSCAPING

fertilizer itself is additional.

- g) **Soil Testing:** Soil samples for testing (turf, color beds, shrub beds and slopes) will be collected as needed to correct nutrient deficiencies.
  - i) Special fertilizers and or **soil balancers** as a result of testing will be proposed to the Owner and applied as an extra service.
- h) **Pruning:** Shrubs and vines will be trimmed as needed to keep a natural appearance through proper horticultural practices. Foliage will be kept clear of walks and structures.
- i) **Blowing:** We will clean, rake, and blow out all shrubs and remove all plant and trash debris.
- j) **Watering:** Watering schedules will be reviewed to avoid overwatering or underwatering in ground cover areas. Watering is completed using the onsite irrigation system.
- k) **Irrigation:** The irrigation system will be tested and evaluated on a regular basis. Any deficiencies will be brought to the Owner's attention. Recommendations for repairs or upgrades will be made in writing. The contractor will not be held responsible for an improper or malfunctioning irrigation system. A standard cycle test will be run on irrigation system seasonally or as conditions change, with watering schedules reviewed quarterly. If access is granted to the controller by the Owner, Irrigation clocks will be programmed on an as needed basis depending on seasonal conditions. Contractor does/will not take responsibility or liability for any injury resulting from icy conditions resulting from the landscape irrigation system.
  - i) Minor adjustments are included in the contract.
  - ii) Minor Irrigation repairs (such as head replacement) caused by vandalism will be charged on an approved work order (material cost only) as an extra.
  - iii) Repairs resulting from wear and tear will be charged as an extra.
  - iv) Sections or areas needing a new or replacement section of the irrigation system will be at an additional charge

- 1.02 **GOLD – TWICE A MONTH SERVICE** This service takes place two time a month. The service will generally be laid out equally over the month (example: the 1<sup>st</sup> & 15<sup>th</sup>) as the weather permits. This service is based on an average of 50 weeks a year with no service over the weeks of Christmas or New Years. Each month will consist of two services, and ideally each service will be scheduled on the same reoccurring day of that particular week. This service is covered by a reoccurring monthly fee, and may include pre-approved extras.
- a) **Mowing:** Turf grass will be mowed to a height of 1 ½”- 2 ½” depending on time of year. Turf to be mowed weather permitting.



## LITCHFIELD LANDSCAPING

- b) **Edging:** Turf edges adjacent to walks, curbs, paving, **mow strip**, shrub areas and buildings will be trimmed. **Ground cover** will be pruned, sheared, or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. The **ground cover** will be trimmed back from all controller units, valve boxes, misc. fixtures, or above ground structures.
- c) **Clipping Disposal:** Clippings will be swept or blown off walks and roadways. All clippings will be disposed of off-site in an approved site on the same day mowing takes place.
- d) **Watering Turf:** Watering will be applied as frequently as weather conditions require maintaining proper growth and replenishing soil moisture below the root zone. The watering schedule will be reviewed. Watering is completed using the onsite irrigation system.
- e) **Blowing:** We will clean, rake, and blow out all shrubs and remove all plant and trash debris.
- f) **Watering Schedule:** Watering schedules will be reviewed to avoid overwatering or underwatering in ground cover areas. Watering is completed using the onsite irrigation system.
- g) **Irrigation:** The irrigation system will be tested and evaluated on a regular basis. Any deficiencies will be brought to the Owner's attention. Recommendations for repairs or upgrades will be made in writing. The contractor will not be held responsible for an improper or malfunctioning irrigation system. A standard cycle test will be run on irrigation system seasonally or as conditions change, with watering schedules reviewed quarterly. If access is granted to the controller by the Owner, Irrigation clocks will be programmed on an as needed basis depending on seasonal conditions. Contractor does/will not take responsibility or liability for any injury resulting from icy conditions resulting from the landscape irrigation system.
  - i) Minor Irrigation repairs (such as head replacement) caused by vandalism will be charged on an approved work order (material cost only) as an extra.
  - ii) Repairs resulting from wear and tear will be charged as an extra.
- h) Sections or areas needing a new or replacement section of the irrigation system will be at an additional charge

1.03 **YARD REJUVENATION – A ONE-TIME SERVICE** This service takes place one time, and may depending of the severity of the yard take more than one consecutive day. This service will be scheduled with the Owner with no services scheduled over the weeks of Christmas or New Years. This service is covered by a single flat fee covering the required time period.

- a) **Mowing:** Turf grass will be mowed to an estimated height of 1 ½”- 2 ½” depending on time of year. Turf is to be mowed weather permitting.
- b) **Edging:** Turf edges adjacent to walks, curbs, paving, **mow strip**, shrub



# LITCHFIELD LANDSCAPING

areas and buildings will be trimmed. **Ground cover** will be pruned, sheared, or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. The **ground cover** will be trimmed back from all controller units, valve boxes, misc. fixtures, or above ground structures.

- c) **Clipping Disposal:** Clippings will be swept or blown off walks and roadways. All clippings will be disposed of off-site in an approved site on the same day mowing takes place.
- d) **Trash and Debris:** Those items identified by the Owner to be removed from the Yard, will be removed and disposed of in the Owners trash cans, or if required at the city/county dump. Dump fees are included in the estimate.
- e) **Watering Turf:** Watering will be applied to the Lawn, plants and ground cover upon completion, if water is available.
- f) **Blowing:** Contractor will clean, rake, and blow out all shrubs and remove all plant and trash debris as able.
- g) **Pruning:** Shrubs and vines will be trimmed as requested and agreed to in an effort to create a natural appearance using standard horticultural practices. Foliage will be trimmed clear of walks, structures

2.  Lawn Care COMMERCIAL PROPERTIES

- 2.01 **Mowing:** Turf grass will be mowed on a weekly basis, as weather allows. Turf is to be mowed to a height of 1 ½”- 2 ½” depending on time of year. Turf to be mowed between 52 weeks per year weather permitting.
- 2.02 **Weed Control:** Turf will be inspected regularly for weed growth, and weeds will be removed as needed. **Pre-emergent and post-emergent herbicides** will be applied to limit weed growth included (the chemicals themselves are an additional cost, based upon type, mixture, and qty.).
- 2.03 **Edging:** Turf edges adjacent to walks, curbs, paving, **mow strip**, shrub areas and buildings will be trimmed weekly.
- 2.04 **Clipping Disposal:** Clippings will be swept or blown off walks and roadways. All clippings will be disposed of off-site in an approved site on the same day mowing takes place.
- 2.05 **Watering Turf:** Watering will be applied as frequently as weather conditions require maintaining proper growth and replenishing soil moisture below the **root zone**. The watering schedule will be reviewed weekly. Watering is completed using the onsite irrigation system.
- 2.06 **Fertilization:** All mow-able turf will be fertilized six, (6) times a year with a fertilizer best suited for your property; not necessarily a **“balanced fertilizer”**. The testing and application are included, the fertilizer itself is additional.
- 2.07 **Soil Testing:** Soil samples for testing (turf, color beds, shrub beds and slopes) will be collected as needed to correct nutrient deficiencies.
  - a) Special fertilizers and or **soil balancers** as a result of testing will be proposed to the Owner and applied as an extra service.





# LITCHFIELD LANDSCAPING

## 3. Shrubs and Vines COMMERCIAL PROPERTIES

- 3.01 **Pruning:** Shrubs and vines will be trimmed as needed to keep a natural appearance through proper horticultural practices. Foliage will be kept clear of walks, structures, roof tops and utilities and to ensure safety for pedestrians and vehicle traffic as needed. We will clean, rake, and blow out all shrubs and remove all plant and trash debris.
- 3.02 **Pest Control:** Plant material in landscaped areas will be checked regularly for insects and fungus, treatments will be applied as needed. Infestations deemed as major will be proposed for treatment and charged as extra with prior written approval from Owner. **Generally, an organic or natural approach will be taken in an effort to eliminate pests.**
- 3.03 **Potted Plants:** Care will be given to all potted plants, (except those inside buildings, lacking irrigation, or on private patios or balconies), will be checked for proper soil moisture and cleaned regularly of spent flowers and debris. Hand watering of pots which do not contain irrigation is NOT included in this contract.
  - a) Replacement of “spent” plants are at an additional cost.

## 4. Ground Cover Care COMMERCIAL PROPERTIES

- 4.01 **Edging:** Ground cover will be pruned, sheared, or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. The ground cover will be trimmed back from all controller units, valve boxes, misc. fixtures, or above ground structures.
- 4.02 **Watering:** Watering schedules will be reviewed weekly to avoid overwatering or underwatering in ground cover areas. Watering is completed using the onsite irrigation system.
- 4.03 **Fertilization:** Ground cover will be fertilized every (4) four months with a balanced fertilizer. Special fertilizers and or balancers as a result of testing will be proposed as an additional cost. The testing and application are included, the fertilizer itself is additional.
- 4.04 **Weed Control:** Ground cover will be inspected regularly for weed growth, and weeds will be removed. Cultivation of ground cover areas will be only as necessary to remove weeds so as to prevent root damage to ground cover.
- 4.05 **Pest Control:** Ground cover in landscaped areas will be checked regularly for insects and fungi; small area treatments will be applied as needed at no additional charge.
  - a) Infestations deemed as major will be proposed for treatment and charged as extra.

## 5. Tree Care RESIDENTIAL & COMMERCIAL

- 5.01 **Pruning:** Trees will be pruned for structural integrity, aesthetics and to avoid interference with pedestrians and vehicles. Trees that are 10’ (ten feet) or less are included in this contract in their entirety. Trees exceeding 10’ in height will be maintained up to a height of 10’ for clearance.
  - a) Thinning, cleaning-out and working in/on trees above 10’ is considered an extra. Work would be agreed upon and pre-approved by Owner.



## LITCHFIELD LANDSCAPING

**5.02 Tree Supports:** Guy wires and stakes will be inspected for broken and or tight ties. Replacement of ties, stakes, guy wire etc. caused by wind or any other act of God will be considered an extra and proposed for replacement. The removal of tree stakes that are worn or no longer needed is included in this contract; removal of stakes/post will be with the approval of the owner. All adjustments to tree ties and supports are included in this contract.

6.  Color Beds RESIDENTIAL & COMMERCIAL

- 6.01 Maintenance:** Annual color beds will be maintained in an excellent, well-kept condition at all times. Beds will be checked for proper soil moisture and clean spent flowers and debris.
- 6.02 Watering:** Watering schedule will be reviewed weekly to avoid overwatering or underwatering in color beds. Watering is completed using the onsite irrigation system.
- 6.03 Fertilization:** Color beds will be fertilized during color changes, or as needed to promote proper growth. The testing and application are included, the fertilizer itself is additional.
- 6.04 Mulch:** Mulch will be replenished at time of color changes to color beds.
- 6.05 Pest Control:** Color beds in landscaped areas will be checked regularly for insects and fungus, treatments will be applied as needed. The testing and application are included, the deterrent/insecticide(s) itself is additional.
- 6.06 Color Changes:** Seasonal color changes (entries, monuments, and points of interest, etc.) will be performed as needed, (up to four times a year) with coordination of, color & plant choices, and written approval from the Owners.
  - a) This is at an additional cost.

7.  Fuel Modification: Weed/Grass Abatement – RESIDENTIAL & COMMERCIAL

- 7.01 Weed Abatement:** Fuel Modification work will leave space between the plants, trees, & trees to prevent fire's spread and will not generally allow continuous tree or shrub canopy. Limit the number of trees and shrubs to within 30 feet of any structure. Recommend, and with approval removal, within 100 feet of any structure, all **ornamental plants** that have proven **particularly flammable** due to large fuel volume and foliage oils such as:
  - a) Cypress, Palms, Pampas grass, Junipers, Eucalyptus, Pines, and other Conifers.
  - b) Prior to fire season natural brush will be removed 10' on center and grassy weeds, **weed whipped** to the ground a 3" in stubble. These areas include any structure within 100' of natural, dry brush areas.
    - i) Additional labor will be added if needed. If additional areas are added or required by the City/County Fire Inspector.
  - c) Work will be considered complete when approved by the Fire Inspector.



# LITCHFIELD LANDSCAPING

8.  Pest Control COMMERCIAL PROPERTIES
- 8.01 **Pest Control:** Landscaped areas will be checked regularly and treated for pests on a weekly basis. Treatments will be applied as needed. The testing and application are included, the poison itself is additional.
- a) Any work required other than small kill traps, bait (gophers) or small safe animal removal traps will be at an additional cost. (Rabbits MAY NOT be poisoned in the state of CA.)
  - b) We reserve the right to include a 3<sup>rd</sup> party pest control company and invoice the Owner for the work provided, singularly or in an ongoing basis.
9.  Irrigation Systems Care RESIDENTIAL & COMMERCIAL
- 9.01 The **irrigation system** will be tested and evaluated on a regular basis. Any deficiencies will be brought to the Owner's attention. Recommendations for repairs or upgrades will be made in writing. The contractor will not be held responsible for an improper or malfunctioning irrigation system. A standard cycle test will be run on irrigation system seasonally or as conditions change, with watering schedules reviewed quarterly. Irrigation clocks will be programmed on an as needed basis depending on seasonal conditions. Contractor does/will not take responsibility or liability for any injury resulting from icy conditions resulting from the landscape irrigation system.
- a) **Minor** Irrigation repairs (such as head replacement) caused by vandalism will be charged on an approved work order (**material cost only**) as an extra.
  - b) Minor adjustments are included in the contract.
  - c) Repairs resulting from wear and tear will be charged extra.
  - d) Sections or area of new or replacement of the irrigation system will be at an additional charge
- 9.02 The Contractor will abide by local water district regulations.
10.  Walkway Care RESIDENTIAL & COMMERCIAL
- 10.01 All walkways will be kept clean at time of maintenance service. This work will be coordinated with mowing or other maintenance work in the area. All curbs and gutters within the maintenance area will be kept clean of grass clippings and miscellaneous trash. All grass clippings shall be removed (not scattered) from curb and gutter the same day mowing and edging takes place.
11.  Drainage RESIDENTIAL
- 11.01 All yard drainage devices such as catch basins, channel drains, grates, rip raps, etc. will be routinely inspected and kept free of all debris, vegetation, soil, etc. which would deter proper, intended function.
- a) Major storm water and mud slide clean up caused by acts of God will be charged as extra for removal and clean up.



## LITCHFIELD LANDSCAPING

12.  Debris Management COMMERCIAL PROPERTIES  
12.01 Owner's property will be policed for trash on an as-needed basis. Generally, the crew will conclude the workday by policing the areas for trash with an emphasis on areas more visible.
13.  Drainage COMMERCIAL PROPERTIES  
13.01 All surface drainage devices such as concrete bench drains, swales, etc. will be routinely inspected and kept free of all debris, vegetation, soil, etc. which would deter proper, intended function. All inlets will be kept free of debris, vegetation, soil, etc. as well.  
a) Major storm water and mud slide clean up caused by acts of God will be charged as extra for removal and clean up.
14.  Monthly Maintenance Review COMMERCIAL PROPERTIES  
14.01 A monthly walk of the premises with Contractor's representative and the Owner's representative will be held to inspect all work done by Contractor. Any reports previously agreed to between Owner and Contractor can then be reviewed.
15.  Animal Crossings COMMERCIAL PROPERTIES  
15.01 If there are Animal Crossings on the property once per month they will be cleared to insure the path is not obstructed.
16.  Paths & Trails COMMERCIAL PROPERTIES  
16.01 Intentional paths or trails upon the Property will be maintained. Generally, this includes trimming groundcover or planting 90 degrees to the trails edge. Erosion on the trail due to rain, run off and foot traffic (animal or human), is not included. The Contractors job is simply to keep the trail clear. Additional work, such as leveling is additional.
17.  Equestrian Trails COMMERCIAL PROPERTIES  
17.01 Those properties or HOA's with specific or intentional Equestrian Trails, as determined by plans or specific design, and denoted by fencing, planting etc., can be maintained in several ways. The contractor will discuss Harrowing (tines up or down), raking, sweeping, blowing, etc. with the Owner prior to pricing.
18.  Erosion Control COMMERCIAL PROPERTIES  
18.01 Intentional paths or trails upon the Property will be maintained. Generally, this includes trimming groundcover or planting 90 degrees to the trails edge.
19.  Parking Lots COMMERCIAL PROPERTIES  
19.01 Landscape areas adjacent to parking areas will be cleaned and policed for trash during regular scheduled maintenance. Streets and other road or asphalt areas (not a part of the Property) are not included in the contract. Contractor will use blower(s)



# LITCHFIELD LANDSCAPING

to clean the area and remove debris from the site.

20.  Irrigation Controllers RESIDENTIAL & COMMERCIAL  
20.01 As needed, as recommended, and as agreed to the Contractor will install updated irrigation controllers, generally utilizing wi-fi and modern weather and satellite technology, and water conservation methods to improve the irrigation system and its management.
21.  Low Voltage RESIDENTIAL & COMMERCIAL  
21.01 As needed, as recommended, and as agreed to the Contractor will install controllers, wiring, lighting, and related accessories to beautify the particular property, zone or community. The system, its components, accessories, and labor will be agreed between the Owner and Contractor prior to installation. Any system will generally utilize wi-fi and modern technology to improve light use and electrical costs.
22.  Landscape Design  
22.01 Contractor, when needed or contracted for, under this Agreement (if checked), will create a landscape design for the Owner. This landscape design process will be billed at an hourly rate (initial work, meetings, change orders and final drafting) and generally takes between 10 and 30 hours. A quality and complete design can cost between \$3,000 to \$7,000; with complex and extra-large sites exceeding \$10,000; and this should be fully understood before engaging the Contractor. **Hourly rates are noted below.**  
a) PHASE I: A basic design includes: a site visit, scanning of the environment, photos, notes, and sketches of the space.  
b) PHASE II: Geolocating, Georeferencing, and drafting the Property, computer rendering, plant selection, and irrigation choices. Additionally, Vendor and Manufacturer selection, product specifications, data retrieval, call outs and cross sectioning/referencing of the data are included. And finally, potentially numerous phone calls with the customer and occasional site visits.  
c) PHASE III: Presentation; the visual presentation of the plans to the customer for approval, changes, or other. Phase III is an ongoing process until the customer is satisfied.  
22.02 Generally, the Owner will be billed incrementally for services rendered. Flat fee contracts can be agreed to, and will be billed in Progress Payments.  
22.03 DOCUMENTATION: Documentation will be billed for as noted below. If the Contractor is chosen for the Project a full set of plans will be provided to the Owner at no additional charge.



## LITCHFIELD LANDSCAPING

### 23. Observed Holidays

- 23.01 New Years Day
- 23.02 Memorial Day
- 23.03 Independence Day
- 23.04 Labor Day
- 23.05 Thanksgiving Weekend
- 23.06 Christmas Eve Day
- 23.07 Christmas Day

### 24. Rain Days (Inclement Weather)

- 24.01 Whenever possible during storms and rainy days Contractor will attempt to inspect all landscaped areas for damage, erosion, etc....
- 24.02 A written report on damages and cost for repairs to be supplied to Owner at no additional cost.

Section 25 is on the following page



# LITCHFIELD LANDSCAPING

## 25. HOURLY and FIXED RATE SCHEDULE:

Schedule of Hourly Billing Rates (and flat fees)	General Description
<b>Landscape Architecture</b>	
Landscape Designer	\$200.00/Hour
Irrigation Specialist	\$185.00/Hour
CAD Designer (Vectorworks®)	\$225.00/Hour
Accounting	\$130.00/Hour
Plant Portfolio, (Latin, Common, Plant Care, Zones, etc.) for all plants provided.	\$500, Flat Fee (includes written report). Plant watering Information included.
Irrigation System Mapping and Analysis	1-15 Zones/Valves & up to <b>One</b> Controller \$400. Each Controller thereafter is \$400, and each valve thereafter is \$50.  15-30 Zones/Valves & up to <b>Two</b> Controllers \$900 (2 Employees). Each Controller thereafter is \$400, and each valve thereafter is \$50.  Over 30 Zones/Valves, <b>or</b> Over 2 controllers – Hourly, up to two days 2 men. \$1,500 +
<b>Site Visits, Meetings, Phone Calls</b>	
Onsite Visit	\$260.00/Hour
LIDAR / 3D Scanning	\$300.00/Hour (Minimum 2 hours)
<b>Document Reproduction</b>	
Sheet Page 11” x 14” (Ledger) (B&W)	\$5 per page
Sheet Page 24” x 36” (blueprints)(B&W)	\$15 per page
Sheet Page, Color: up to 24” x 36”	\$25 per page
Plant Repot, PDF, Color	\$50 per book (1 <sup>st</sup> one generally free)
Presentation Boards 24” x 36” sheets mounted to foam core boards	\$125.00 per board; 3-5 days production period
<b>MISC. COSTS</b>	
Soils Testing	\$75 per test.
Traffic Control	Bid By Job
Portable Toilets	Bid as Required
Storage Containers	Bid as Required



# LITCHFIELD LANDSCAPING

## EXHIBIT “D” Definitions

Word / Phrase	Definition
1 <b>Annuals</b>	An annual plant is a plant that completes its life cycle, from germination to the production of seeds, within one growing season, and then dies. The length of growing seasons and period in which they take place vary according to geographical location and may not correspond to the four traditional seasonal divisions of the year.
2 <b>Balanced Fertilizer</b>	A balanced fertilizer is a fertilizer which has three numbers which are about the same, like a 10-10-10. The problem with balanced fertilizers is that they are much higher in phosphorus than what most plants need — at least in relation to the amount of nitrogen and potassium which plants need.
3 <b>Biennial</b>	A biennial plant is a flowering plant that, generally in a temperate climate, takes two years to complete its biological life cycle. Unless specifically requested, Contractor generally discourages these types of plants.
4 <b>Conifers</b>	A tree that bears cones and needle-like or scale-like leaves that are typically evergreen. Conifers are of major importance as the source of softwood, and supply <b>resins</b> and <b>turpentine</b> .
5 <b>Employee Practices Insurance (EPLI)</b>	Employment Practices Liability Insurance covers the legal costs related to claims of discrimination, harassment, or wrongful termination.
6 <b>Employer’s Liability Insurance (ELI)</b>	Employer’s Liability Insurance covers legal costs related to claims of workplace injury or illness.
7 <b>Evergreens</b>	Whereas conifer denotes the reproductive methods of trees, evergreen pertains to the nature of tree's leaves. An evergreen tree is a tree that keeps its leaves (or needles) all year long. (Yes, needles are leaves!). Bonus tree nerd fact: not all cones look like a traditional pinecone.
8 <b>Groundskeeping</b>	Groundskeeping is the activity of tending an area of land for aesthetic or functional purposes, typically in an <b>institutional</b> setting. Institutional settings can include golf courses, schools, resorts, public parks and even HOA’s. These are places that are open to the public or have high institutional foot traffic. Generally,





# LITCHFIELD LANDSCAPING

the work includes mowing grass, trimming hedges, pulling weeds, and planting flowers, shrubs, and trees.

Both the Groundskeeper and Landscaper will also deal with local animals (including birds, rodents, reptiles, insects, and domestic animals or pets), and create means to **attract or repel** them, as desired or necessary.

## 9 Herbaceous Plants

Herbaceous plants include graminoids, forbs, and ferns. Forbs are generally defined as herbaceous broad-leafed plants, while graminoids are plants with grass-like appearance including true grasses, sedges, and rushes. Herbaceous plants most often are **low-growing plants**, different from woody plants like trees and shrubs, tending to have soft green stems that lack lignification (structural support), and their above-ground growth is ephemeral and often seasonal in duration. By contrast, non-herbaceous vascular plants are woody plants that **have stems above ground** that remain alive, even during any dormant season, and grow shoots the next year from the above-ground parts – these include trees, shrubs, vines, and woody bamboos. Banana plants are also regarded as herbaceous plants because the stem does not contain true woody tissue

## 10 Landscaping / Landscaper

Landscape maintenance (sometimes confused with groundskeeping) is the art of keeping a landscape healthy, clean, safe, and attractive, typically in a garden, yard, small park, some institutional settings or estate. Using tools, supplies, knowledge, physical exertion and skills, a landscaper may plan or carry out annual plantings, periodic weeding and fertilizing, other gardening, lawn care, driveway and path maintenance, shrub pruning, topiary, lighting, fencing, runoff drainage, and irrigation, and other jobs for protecting and improving the topsoil, plants, and garden accessories.

Both a Groundskeeper and Landscaper will also deal with local animals (including birds, rodents, reptiles, insects, and domestic animals or pets), and create means to **attract or repel** them, as desired or necessary.

## 11 Landscape Design

Landscape design is an independent profession and tradition, practiced by landscape designers, combining nature and culture. In contemporary practice, landscape design bridges the space between landscape architecture and garden design.

Landscape design focuses on both the integrated master landscape planning of a property, the specific garden design elements, and plants, and may include irrigation and water data reporting. The



# LITCHFIELD LANDSCAPING

practical, aesthetic, horticultural, and environmental sustainability are also components of landscape design, which is often divided into hardscape design and softscape design. Landscape designers often collaborate with related disciplines such as architecture, civil engineering, surveying, landscape contracting, and artisan specialties.

## 11a Manager

The term Manager shall be any party authorized by the owner or its agent to execute contracts and documents on its/their behalf. The term Manager or Agent is generally a Property Manager, Board Member, Trustee, Partner, Attorney, HOA manager, or Contractor under contract with the Owner. See also Section 1.13

The Term Manager and Owner can be interchangeable when discussing a party having authority to approve a contract.

## 12 Mow-Strip or Mowing Strip

A mowing strip is a secondary strip of edging that re-enforces the limit line between areas. In the case of artificial grass, it helps prevent the **artificial grass** from being damaged by accidental mowing. This is additional to the material used for the perimeter of the installation.

## 13 Ornamental Plants

- a) Ornamental plants or garden plants are plants that are primarily grown for their beauty but also for qualities such as scent or how they shape physical space. Many flowering plants and garden varieties tend to be specially bred cultivars that improve on the original species in qualities such as color, shape, scent, and long-lasting blooms. There are many examples of fine ornamental plants that can provide height, privacy, and beauty for any garden.
- b) **Highly flammable plants** include **ornamental juniper**, Leyland cypress, Italian cypress, rosemary, arborvitae, eucalyptus, and some **ornamental grasses**. Care should be taken not to place fire prone plants adjacent to any structures and preferably not within 100 feet of a house or inhabited dwelling.

## 13a Owner

Generally, the term Owner shall be described as the party having ownership either by deed or by position that would generally oversee, guide, give direction to, or hire/appoint a Property Manager, Board Member, Trustee, Partner, Attorney, HOA manager, or Contractor, for the benefit of the Property. See also Section 1.13 herein.

The Term Manager and Owner can be interchangeable when discussing a party having authority to approve a contract.



## LITCHFIELD LANDSCAPING

- 14 Perennials** A perennial plant or simply perennial is a plant that lives more than two years. The term is often used to differentiate a plant from shorter-lived **annuals** and **biennials**. The term is also widely used to distinguish plants with little or no woody growth (secondary growth in girth) from trees and shrubs, which are also technically perennials.
- 15 Post-Emergent Herbicide (Weed Killers)** A post-emergent herbicide is a chemical application that controls weeds after sprouting in your healthy lawn or flower bed. While this treatment doesn't interfere with the planting, it does stop growth by stunting the formation of new roots. This product is applied **AFTER** the planting has been installed.
- 16 Pre-Emergent Herbicides (Weed Killers)** A pre-emergent herbicide is a chemical application that prevents weeds from sprouting in your healthy lawn or flower bed. While this treatment doesn't interfere with the weed's seed germination, it does stop growth by stunting the formation of new roots. This product is applied **BEFORE** the planting in installed.
- 17 Pruning** To trim (a tree, shrub, or bush) by cutting away dead or overgrown branches or stems, especially to increase fruitfulness and growth.
- 18 Root Zone** Simply put, the root zone of plants is the area of soil and oxygen surrounding the roots of a plant. Roots are the starting point of a plant's vascular system. Water and nutrients are pulled up from the oxygenated soil around the roots, called the root zone, and pumped into all the aerial parts of the plant.
- 19 Soil Balancers** Soil balancing focuses on managing the ratio of specific cations (a positively charged ion) in a soil's CEC (Cation Exchange Capacity). Based on the theory of Basic Cation Saturation Ratio (or BCSR), soil balancers strive to attain an optimal ratio of the cation nutrients calcium (Ca), magnesium (Mg) and potassium (K), in the soil.
- 20 Soils Testing** Soil testing is a practical and common sense means of using reliable chemical analyses to assess soil nutrient levels and determine how fertilizer use can be improved. Note that there are no words like "exact," "precise," or "accurate" in this definition. A key word is "assess," which means "to evaluate," "to estimate," or "to set a fixed value."
- 21 Time and Materials (T&M)** **Time:** Labor costs will include the base hourly rate for each employee and all additional costs such as insurance, workman's compensation, 401(k), etc. Only profit has been removed from the "Time" portion of a T&M Quote



## LITCHFIELD LANDSCAPING

**Materials:** Materials “only” will include the materials with an additional mark-up of 12%. The twelve percent markup covers the general estimated cost of the labor, fuel, mileage, and insurance on the employee(s) & equipment that are assigned to locate, purchase, and deliver said materials to the job site. No direct labor hours are billed for this work.

### 22 **Transplanting**

Transplanting is the process of moving a plant from one location to another. It can involve starting a plant from seed in a greenhouse or nursery bed and then replanting it in another location. This can be a good way to save money by using your existing plants as “your own personal nursery”. *All plants take to transplanting differently, and it is generally a 50/50 chance that the plant will survive.*

### 23 **Weed Whipped**

The act of using a weed trimmer or weed “whacker” to cut and remove the tops of weeds.



# LITCHFIELD LANDSCAPING

## EXHIBIT “E” Your Project

The following below Commercial or Residential Project, **other than** a Platinum, Gold or Yard Rejuvenation Service project(s) is the agreed to estimated Project. The parameters of the Project and their related costs are listed below:

1. PHASE ONE

- a.
- b.

Cost:

2. PHASE TWO

- a.
- b.

Cost:

3. PHASE THREE

- a.
- b.

Cost:

4. PHASE FOUR

- a.
- b.

Cost: