

LANDSCAPE MANAGEMENT AGREEMENT

AGREEMENT entered into as of this 1st day of November, 2015 between JMAS Texas Lawn Care Corp., a Texas Corporation, hereinafter called "**CONTRACTOR**", and Williamsburg Settlement Maintenance Association, Inc., a Texas Corporation, hereinafter called "**OWNER**".

PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the terms and conditions under which the CONTRACTOR will provide landscape management services for the property of the OWNER which is located at Mason Rd. & Colonial Parkway-Williamsburg Settlement Maintenance Association, Inc. subdivision in Katy, Texas, hereinafter called the "PROPERTY".

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **SCOPE OF SERVICE:** CONTRACTOR shall perform the landscape maintenance functions as described in the Landscape Maintenance Task Descriptions. (See attached Exhibit "A" and Frequency Schedule Exhibit "B".)
2. **AREAS TO BE MAINTAINED:** See attached Exhibit "C" for description of designated areas to be maintained.
3. **MATERIALS AND SUPPLIES:** CONTRACTOR will secure at its own expense personnel, equipment and materials required in performing services under this Agreement.
4. **COMPENSATION AND METHOD OF PAYMENT:** The OWNER agrees to pay CONTRACTOR as follows:

The cost for the landscape maintenance functions as described in the Landscape Maintenance Task Descriptions (Exhibit "A") to be performed by CONTRACTOR as outlined in the Function Cost Schedule (Exhibit "D"), shall be the sum of **\$27,908.24**, based upon 42 visits. Said sum includes payment of all sales taxes at the then-current rate established by applicable governing districts.

CONTRACTOR shall submit invoices to OWNER on a monthly basis for all services performed during the preceding calendar month. Contractor shall submit on a per trip basis a Performance Task Report detailing actual services performed and communicating any maintenance needs (normal and/or exceptions) which may need to be performed. Monthly invoicing will be assessed based upon task and services performed.

All payments are due and payable to CONTRACTOR at the address stated herein. Should OWNER default in the payment of any or all of the amount due under this Agreement and such amount is collected by or through an attorney, OWNER agrees to pay all reasonable attorneys' fees.

OWNER herein has a duty to inspect the PROPERTY within five (5) days after any services (as described in Exhibit A) have been performed by CONTRACTOR. If OWNER is dissatisfied with any work performed, notice of such dissatisfaction shall be given to CONTRACTOR within seven (7) days from the date of completion of the services. CONTRACTOR shall then have seven (7) days to repair or correct such work at no additional cost to OWNER. OWNER'S failure to properly notify CONTRACTOR in a timely manner of dissatisfaction with any work called for under this Agreement shall constitute a waiver of any claim OWNER may have in regard to the services rendered by CONTRACTOR under this Agreement.

5. TERM OF AGREEMENT: The term of this Agreement shall be for a period of twelve (12) months, beginning the 1st day of November, 2015.
6. TERMINATION OF AGREEMENT: If for any reason CONTRACTOR or OWNER shall fail to fulfill in timely and proper manner its obligations under this Agreement, CONTRACTOR or OWNER shall have the right to terminate this Agreement by giving thirty (30) days written notice to either party of such termination.
7. IRRIGATION SYSTEM: CONTRACTOR agrees to monitor all automatic irrigation systems as to proper frequency and duration of supplemental watering pursuant to the schedule set forth in Exhibit "B". CONTRACTOR will promptly notify OWNER of any knowledge it has of any malfunction or damage to the irrigation system. The cost of any repair will be billed by the provider and paid directly by the OWNER. Should it be determined that damage is caused solely by the negligence of CONTRACTOR, the CONTRACTOR shall repair such malfunction or, if unable to repair such malfunction or damage, pay for the cost of such repair. Cost may be paid directly by CONTRACTOR or deducted by OWNER from payment due CONTRACTOR.
8. WEEKLY MANAGEMENT WORKORDER: The CONTRACTOR will also be responsible for notifying the OWNER of any landscape management problems known to CONTRACTOR through a management workorder. This workorder shall be mailed to Planned Community Management, Inc. on the day of the management visit.
9. LANDSCAPE MANAGEMENT INSPECTION: OWNER or its designated agent may, upon request, require CONTRACTOR to inspect the property with OWNER, or its designated agent, for the purpose of reviewing the performance of the Landscape Management Tasks attached as Exhibit "A".
10. LANDSCAPE MAINTENANCE TASK FREQUENCY: All items listed on the Landscape Maintenance Task Frequency Schedule shall be performed in the frequency specified, subject to the provisions of Paragraph 13. If the CONTRACTOR does not perform any item listed, the unit cost, as agreed upon by OWNER and CONTRACTOR for that item, will be deducted from that month's billing.
11. MODIFICATION OF CONTRACT: This Agreement may not be modified, except in writing and signed by authorized agents of both CONTRACTOR and OWNER.
12. INSURANCE AND BOND: CONTRACTOR shall, at its sole cost and expense, maintain in effect at all times during the full term of this Agreement and as otherwise required under the Agreement, insurance coverage's with limits not less than those set forth below in the Schedule of Insurance Coverage's with insurance companies licensed to do business in the State of Texas, rated "A" or better by Best's Rating Guide and acceptable to the OWNER and under forms of policies satisfactory to the OWNER, its officers, directors, shareholders, partners, employees and agents (the OWNER, its officers, directors, shareholders, employees and agents are hereinafter referred to collectively as the "Indemnities"). All such policies shall be written on an occurrence (not claims made) basis.

Schedule of Insurance Coverage's

Coverage	Minimum Amounts and Limits
A). <u>Worker's Compensation</u>	
Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000

The policy shall include a Waiver of Subrogation in favor of the Indemnities.

B). <u>Commercial General Liability</u>	
Bodily Injury	\$1,000,000 each occurrence or
Property Damage	equivalent, subject to a \$1,000,000
(Occurrence Basis)	applicable to the Agreement

This policy shall be on a form acceptable to the OWNER, endorsed to include the Indemnities as additional insured, contain a Waiver of Subrogation in favor of the Indemnities, and shall include the following coverage's:

- 1). Premises/Operations
- 2). Independent Contractors
- 3). Completed Operations
- 4). Broad Form Contractual Liability specifically in support of, but not limited to, the indemnity provisions of the Agreement
- 5). Broad Form Property Damage
- 6). Personal Injury Liability with employee and contractual exclusions removed

C). <u>Comprehensive Automobile Liability</u>	
Bodily Injury	\$1,000,000 combined
Property Damage	single limit

This policy shall be on a standard form written to cover all owned, hired and non-owned automobiles. The policy shall be endorsed to include the Indemnities as additional insured and contain a Waiver of Subrogation in favor of the Indemnities.

D). <u>Umbrella Excess Liability Insurance</u>	
Bodily Injury/Property	\$1,000,000 combined
Damage (Occurrence Basis)	single limit

This policy shall be written on an umbrella excess basis above the coverage's described in the policies above, endorsed to include the Indemnities as additional insured. In addition, the policy shall be endorsed to provide defense coverage obligations.

Evidence of Insurance: Certificates of Insurance issued by the insurance carrier must be furnished to the OWNER prior to CONTRACTOR commencing any work. Such Certificates of Insurance shall specify the additional insured status required by this Agreement, waivers of subrogation, that all broad form general liability coverage's and other requirements set forth in this Agreement are provided, and shall state that the OWNER will be notified in writing thirty (30) days prior to the cancellation, change, reduction in coverage, or non-renewal of such insurance at Owner's address set forth on the sixth page of the Agreement.

None of the requirements contained herein as to types, limits or Owner's approval of insurance coverage to be maintained by CONTRACTOR is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by CONTRACTOR under the Agreement or otherwise provided by law.

Subcontractor's Insurance: Insurance similar to that required of CONTRACTOR shall be provided by all Subcontractors (or provided by CONTRACTOR on behalf of Subcontractor) to cover their operations performed under the Agreement. CONTRACTOR shall be held responsible for any modification in these insurance requirements as they apply to its Subcontractors, if applicable.

CONTRACTOR shall maintain Certificates of Insurance from all Subcontractors, enumerating, among other things, the waivers in favor of, and insured status of the Indemnities, as required herein, and make them available to OWNER upon request.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the OWNER and its officers, directors, members, employees and agents (the OWNER and its officers, directors, members, employees and agents are referred hereinafter collectively as the "OWNER and its Related Parties or Indemnities") against all claims, demands, suits, judgments, court costs, attorneys' fee attachments, and other legal action growing out of, resulting from or relating to loss of life, injury or damage to any person or property occurring in or about the facilities located at the Williamsburg Settlement Maintenance Association, Inc. subdivision, Katy, Texas resulting from or caused by any negligent or intentional act or omission of CONTRACTOR or its officers, directors, shareholders, partners, employees and agents (the CONTRACTOR and its officers, directors, shareholders, partners, employees and agents are hereinafter referred to collectively as the "CONTRACTOR and its Related Parties") or any breach by CONTRACTOR or its Related Parties of this Agreement. CONTRACTOR shall not indemnify the OWNER and its Related Parties as above set forth for any grossly negligent or intentional act or omission of OWNER or any of its Related Parties.

The CONTRACTOR hereby waives all claims, rights of recovery, and causes of action that CONTRACTOR or any party claiming by, through or under CONTRACTOR may now or hereafter have by subrogation or otherwise against the OWNER or any of Related Parties for any loss or damage (including loss of life, injury or damage to any person or property) occurring in or about the facilities located at the Williamsburg Settlement Maintenance Association, Inc. subdivision, Katy, Texas, except if caused by the gross negligence or willful misconduct of the OWNER or its Related Parties, to the extent that same have been insured against under the terms of the Contractor's general liability insurance policy; provided, however, that the waiver set forth in this section shall not apply to any deductible on the insurance policy carried by the CONTRACTOR.

13. ACTS OF GOD: Notwithstanding anything above to the contrary, in the event that the performance of CONTRACTOR of its services hereunder is interrupted or delayed by extenuating circumstances beyond human control, such as acts of God (rain, freeze, flood, hurricane, war, riots, etc.), the CONTRACTOR shall be excused from providing such services prescribed in this Agreement for such a period of time as is reasonably necessary after such occurrence to remedy the effect thereof.

14. MISCELLANEOUS PROVISIONS:

- A. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail, return receipt requested, or via facsimile transmission to the addresses listed herein.
- B. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and under all obligations of the parties created hereunder are performable in Harris County, Texas.
- C. Authorization. All persons who execute this Agreement have been duly authorized by all requisite action, and the execution of this Agreement by such persons constitutes the legal, valid and binding obligation of OWNER and CONTRACTOR.
- D. Prior Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED by the parties hereto on the day and year first above written.

ATTACHED:

- Exhibit "A" - Landscape Maintenance Task Descriptions
- Exhibit "B" - Landscape Maintenance Frequency Schedule
- Exhibit "C" - Areas To Be Maintained
- Exhibit "D" - Function Cost Schedule
- Exhibit "E" - Area Maps

OWNER: Williamsburg Settlement Maintenance Association, Inc.
 C/O Planned Community Management, Inc.
 15995 N. Barkers Landing Dr., Suite 162
 Houston, TX 77079
 Attn: Dolores Sue

BY:

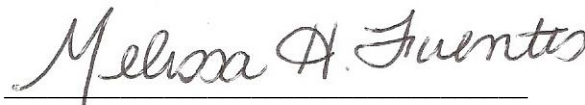
Name: _____

Title: _____

CONTRACTOR: JMAS Texas Lawn Care Corp.
 PO Box 514
 Katy, TX 77492-0514
melissa@texaslawncare.biz

Phone: (281) 392-1106

BY:



Name: Melissa H. Fuentes
 Title: President

LANDSCAPE MAINTENANCE TASK DESCRIPTIONS

EXHIBIT "A"

1. TURF CARE

A. MANICURED MOWING: All turf areas contained within the specific management area shall be accomplished so as to provide a uniform cutting height of 2" above soil level of turf, being careful not to remove more than one-third (1/3) of the turf blade at any given mowing frequency. All turf clippings shall be removed via mowing bagging attachments.

B. MANICURED EDGING: Curbs, sidewalks, and Ballard's within specified areas shall be edged with steel blade equipment. All edging debris shall be removed by choice of blower, vacuum and/or broom, etc.

C. MANICURED SOIL BED EDGING: Soil bed shall be edged to maintain a vertical line of separation from surrounding turf. Only mechanical steel blade edgers are to be used.

D. MANICURED SOIL TREE RING EDGING: Soil around tree ring shall be edged to maintain a vertical line of separation from surrounding turf. Only mechanical steel blade edgers are to be used.

E. TURF TRIMMING: Monofilament trimmers are permitted around light poles, fire hydrants, irrigation vacuum breakers, foundations, steel fences, etc.

F. TURF AERATION: Turf Aeration, if requested, will be coring, 3" to 4" in depth and 6" on center with cores left on turf for decomposition. This is an extra to the contract.

G. DETHATCHING: Dethatching, if requested, will be performed in correlation with aeration with full removal of thatch from project site. This is an extra to the contract.

H. TURF FERTILIZATION: A balanced fertilizer will be used according to the needs of the property. A minimum of seven (7) pounds actual Nitrogen per 1000 square feet is defined for bid purposes. A pre-emergent will be applied in accordance with Exhibit "B".

I. TURF WEED CONTROL: Turf areas will be monitored closely by Contractor throughout the growing season. Broadleaf weed control is a routine part of the contract. This is an extra to the contract.

J. INSECT AND DISEASE INSPECTION: All turf areas will be closely monitored by contractor. In the event insect or disease infestations are discovered, the Contractor will recommend actual chemical control measures and provide a cost estimate to owner for approval prior to implementation.

2. SHRUB AND GROUND COVER CARE

A. PRUNING (Shrub): All shrubs shall be hand pruned to remove dead and damaged wood to allow for natural development of plant material and to create the effect intended by nature and/or design. Pruning should be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.

B. PRUNING (Ground Cover): All ground cover shall be trimmed mechanically either by hand or power equipment, keeping vertical growth at a maximum height of 8" and holding horizontal growth from encroaching sidewalks, curbs, etc. (KEEP IN BOUNDS)

C. SHRUBS AND GROUND COVER FERTILIZATION: A balanced fertilizer will be used according to the needs of the property. A minimum of five (5) pounds per 100 square

feet is defined for bid purposes. All applications will be applied immediately after mowing frequency.

D. INSECT AND DISEASE INSPECTION: All shrubs and ground cover will be closely monitored by Contractor. In the event insect or disease infestations are discovered, the Contractor will recommend actual chemical control measures and provide a cost estimate to Owner prior to implementation. Insect and disease control is an extra to the Owner.

3. FLORAL CARE

A. WEED REMOVAL: All seasonal beds are to be weed free at all times. Manual removal is required to sustain a high visual profile.

B. FERTILIZATION: Additional fertilization may be necessary to guarantee proper growth and flower production. A minimum of 2.5 pounds actual Nitrogen per 1000 square feet per change out is requested for bid purposes.

C. INSECT AND DISEASE INSPECTION: All floral areas will be closely monitored by Contractor. Insect and disease control shall be a responsibility of Contractor and is included in contract.

4. TREE CARE

A. TREE PRUNING: All trees shall have trunk suckers removed, branches rubbed and minor canopy thinning. Drooping branches shall be removed. All pruning equipment shall be sharp, clean and safe.

B. TREE GUYING INSPECTIONS: (Adjustment as Necessary) Repairs to guying system due to contractor adjustment neglect will be repaired at no cost to Owner. Repairs to guying system due to Acts of God shall be repaired and charged to Owner. Contractor shall (at its expense) be responsible for removing and disposing of guying systems when trees reach stand alone ability. No staking or guying system shall be removed without prior management consent.

C. TREE FERTILIZATION: A deep root injected fertilization analysis shall be applied per manufacturer's recommendations. This is an extra to the contract.

D. TREE INSECT AND DISEASE INSPECTION: Contractor will closely monitor all trees for insect and disease problems. Treatment is an extra to the Owner and cost shall be as defined for term of agreement according to "Per Trip Per Task Cost".

5. SOIL BED AND TREE RING CARE

A. WEED CONTROL: The use of pre- and post-emergent herbicide are allowed. Hand weeding will be performed in accordance with Exhibit "B".

B. MULCH CONTROL: Applications of composite shredded bark mulch will be applied at an average 2" depth standard, and will be performed as agreed in accordance with Exhibit "B".

6. MISCELLANEOUS CARE

A. **SPRAY LINES:** Hardscaped areas, i.e. concrete and expansion joints, bumper stops, etc., shall be sprayed with a contact herbicide to eliminate weed growth in and around these areas without damaging surrounding turf and/or plant material, keeping in mind all safety precautions during applications.

B. **FIRE ANT CONTROL:** Fire ant manifestations shall be treated by Contractor when observed during the performance of landscape maintenance tasks, as a routine service by Contractor.

C. **IRRIGATION:** The irrigation system will be inspected after each mowing visit. Check clock setting, clock operation, head elevation and coverage, valve function, vacuum breaker, and that all heads are intact and secure.

D. **PLANT MATERIAL DISPOSITION:** All dead plant material, clippings and other debris will be removed and disposed of by Contractor at the end of each visit to the property.

LANDSCAPE MANAGEMENT CONTRACT

EXHIBIT "C" - AREAS TO BE MAINTAINED

- I. Common Areas*
 - A. Recreation center area.
 - B. Cul-de-sacs within property.

- II. Esplanades and Entry Ways
 - A. Esplanades along Colonial Parkway.
 - B. All entry ways (5 total)
 - C. Esplanades at all entry ways.

- III. Other
 - A. Standard seasonal color and mulch are included in this contract.
 - B. Drainage ditch along Franz Rd. and open space at Colonial & Mason are tractor mowing and 6 trips per year & not 42 trips as other areas are to be maintained.
 - C. Vacant lots across from Recreation Center is included to be mowed 12 times a year.

*Based upon 42 trips to Property per year.