

Nova Classical Academy

1455 Victoria Way
St. Paul, MN 55102

Property Maintenance Contract

This contract by and between Nova Classical Academy, hereinafter referred to as "Association", and Kern Lawn Service Inc., hereinafter referred to as "Contractor" is for the term of twelve (12) months. This contract will begin November 1st 2014 and end October 31st 2015. The compensation for services rendered will be twelve (12) equal payments of \$2,050.00 payable by the 20th of the current month, for a total consideration of \$ 24,600.00 over twelve months.

The contractor agrees to perform the following duties as consideration for payment:

This includes the larger property that was purchased and added on to contract in summer of 2014

1. **SPRING CLEANUP**

Spring Cleanup will be completed by April 30th or as soon as weather and ground conditions permit.

- Complete grounds clean up of entire turf area including all landscaping and shrubs;
- Remove all debris and foreign materials from entire complex and haul away from site;
- Repair any lawn or landscaping damage caused by winter plowing or shoveling;
- Sweep and blow all sidewalks and walkways free of any debris or sand left over from winter;
- **Power sweep entire parking lot and driveways and remove all sand and debris from property.**

2. **LAWN MOWING**

Mowing of 100% of turf area to be completed on a weekly schedule (weather conditions permitting) to maintain a well groomed appearance. Mowing day adhered to as often as lawn and trimming is needed to maintain the lawn without damage. Turf maintenance will include:

- Cutting height of 2.5 – 4.0 inches to be adjusted according to ground moisture;
- Removal and disposal of small branches, trash, and any other foreign materials from the complex;
- Trimming around buildings, fence, trees, landscaping, sidewalks and any other obstructions of the mowers. This will be completed the same day as mowing is performed on the property;
- Power blowing will also be performed to all hard packed surfaces to remove unwanted debris;
- Edging of sidewalks, driveways, curbs, or any cement surfaces with a straight edge will be performed once (1) per month;

3. **LAWN FERTILIZATION & WEED CONTROL**

Fertilization will be applied in a granular form with a cyclone spreader and will include 100% of turf area. Weed control will be applied in liquid form and will also include 100% of turf area, as well as landscaping and other areas of concern to eliminate unwanted growth of vegetation.

- Fertilization will occur three (3) times during season; first application in early spring, second application in late summer, and third application in mid-fall; (all dates weather related)
- Weed control to be performed three times per season. (Crabgrass pre-emergent in the spring and two post-emergent broadleaf applications to be applied); Extra crabgrass preventative to be applied if requested;
- Weeds growing in landscaping, sidewalks, and driveways to be controlled in an as needed basis regularly;

5. **SHRUB & TREE TRIMMING**

Shrubs and trees on common property will be maintained to present a well-groomed appearance while keeping their intended shape and form.

- Trimming branches of trees at a height less than 12 feet to be completed once annually to eliminate dead wood and hazard, and to assure healthy growth;
- Shrubs and bushes to be trimmed twice annually to maintain a well-groomed appearance;
- ***Corrective pruning, removal of dead or dying bushes and/or installation of new bushes is not covered in this contract; also topping or major tree trimming also is not included in this contract.***

6. **FALL CLEANUP**

Fall cleanup will be completed at the end of the mowing season. This will be performed on the basis of the weather conditions and the trees shedding their leaves. Fall cleanup will be performed at least once before the first snowfall and will include:

- Complete grounds cleanup including turf and landscape areas of all leaves and foreign debris;
- Complete complex cleanup of any areas collecting leaves on the grounds;
- Last mowing of the season at a much shorter length to prevent snow mold on grass;
- Collection, removal, and disposal of all leaves and debris collected from property.
- ***Extra charge of 1/4 month for extra mowing in October if temp. remains warm for growth of grass;***

SEASONAL SNOW MAINTENANCE SERVICES

7. **SNOW PLOWING AND SHOVELING**

Contractor will be responsible for property only defined as common ground. Any extra or added shoveling or plowing will be defined before the start of the snow season and will be amended to the contract by both parties. All snowfalls in depth will apply to the following: No minimum depth service. Trace amount triggers service. This includes all sidewalks and all parking areas defined as Associations property.

- An "open-up" plowing will be performed during continuing snowfalls expected to exceed 3.5 inches in depth and will be completed before 8:00 AM or 2:30 PM;
- A thorough clean-up of all driveways, parking areas, garage aprons, sidewalks, stairs, and entry ways will be completed within 8 hours of the snowfalls end;
- For snowfalls in which more than eight (8) inches of snow falls in one twenty-four hour period, contractor will be granted 12-18 hours to complete the entire cleanup of the complex; Association will be invoiced separately for extra services performed during that month, if it is a non-snowy month contractor will take that into consideration;
- For conditions not related to a "snowfall" (blowing snow, ice storms, rain-ice storms, and drifting due to blizzard conditions) contractor will use best judgment as to keep the property safe and accessible for all homeowners. Association also has the responsibility of informing contractor of any problems they might see due to weather related issues. This service will be invoiced separately from the monthly billing.
- A touch-up of driveways, sidewalks, and stairs will be performed on an as needed basis according to small snowfall amounts.
- Contractor will provide salt/sanding of sidewalks and driveways. Salt/Sanding will be performed in the best judgement of the contractor, any extra salt/sanding to be performed by contractor will be the responsibility of the association to notify the contractor; All salt/sanding will be billed to the association. De-icer 50# bags will be applied @ \$25.00 per bag applied.

- Contractor assumes no responsibility or liability for the conditions of the property. All salting, de-icing, sanding etc. is the responsibility of the property manager to monitor and advise. Contractor will provide this service to the best of its ability but assumes no liability for the condition of the property unless a direct result of contractor's actions results in a liability issue. Otherwise Contractor will assume property manager is working with contractor to adjust and apply de-icers properly for a safe and accessible property.
- Excessive snow build-up in areas where snow is piled-up will be moved or removed by contractor and will be billed to the association. Property manager will be responsible for notifying contractor of any excessive pile up.
- We will supply #30 gallon containers with scoops, at entrances. These will be filled with De-Icer. This will be an ongoing service performed during the winter months. We will fill the barrels with #50 bags of de-icer at a cost of \$25 per bag. This allows for maintenance staff and contractors staff to be able to readily control ice and freeze spots on site!
- Bulk salt will be applied at \$195 per ton applied. We will provide this service at our best discretion. We do not assume any liability. If there are any issues that arise, association has the responsibility to contact contractor and we will deal with the issue as soon as possible. Please document any calls or emails so we can keep track of any requests. This is based on 2014 prices.

8. **INSURANCE**

Certificates of General Liability and Property Damage Insurance will be provided upon request.

9. **AMENDING CONTRACT**

Either party has the right to amend this contract at any time contract is valid. Approval of amendment must be documented, agreed upon and signed by both contractor and association.

Signed: KERN LAWN SERVICE Inc., contractor

By: _____ **President**

And

Nova Classical Academy

By: _____ **Its** _____

Date: _____