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Nova Classical Academy

1455 Victoria Way W
Saint Paul, MN 55102-4213

Property Maintenance Contract

This contract by and between Nova Classical Academy, hereinafter referred to as "Business", and Kern Lawn Service Inc., hereinafter referred to as "Contractor" is for the term of 12 months. This contract begins November 1st, 2019 and ends October 31st, 2020. The compensation for services rendered will be monthly payments of \$2300 per month as invoiced plus applicable sales tax.

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

1. **SPRING CLEANUP**

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

- Complete grounds cleanup 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 contractor; ***extra cost may apply***
- Sweep and blow all sidewalks and walkways, power sweep parking lots and driveways to remove debris and sand left over from winter.

2. **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 in late summer, and third 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.
- Weeds growing in landscaping, sidewalks, and driveways to be controlled in an as needed basis
- ***Extra cost will be charged for areas controlled with Round – up™. Performed 3 times in the season. Extra cost will be invoiced to business at \$50 per application per property as a minimum.***

3. **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 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
- Extra mowing in October will be an extra charge if weather is warm enough for grass to continue to grow. Charge will be 25% of monthly rate per time.

4. **SHRUB & TREE TRIMMING**

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

- Shrubs and bushes to be trimmed twice annually to maintain a well-groomed appearance.
- All shrubs and bushes are trimmed to the standards of maintenance of function. Most shrubs will be trimmed based on the bloom schedule of the plant. Some shrubs and bushes will be trimmed for function. All trimming is contractor discretion unless notified.
- Business must diagram out any special requests and attach to contract for contractor to be aware of special requests.

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 is not included in this contract. Services can be performed for an additional charge

5. **FALL CLEANUP**

Fall cleanup will be completed at the end of the mowing season. This will be performed depending on weather conditions and when the trees shed 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

6. **SNOW PLOWING and SHOVELING**

Contractor will be responsible for performing only defined work as stated in the following contract. Any extra or added plowing, snow removal or salt/sanding will be defined as supplementary work and will be invoiced to the property management whom holds this contract. All snowfalls exceeding 1.0 inches in depth will apply to the following. All measurements conducted by contractor on site. This contract covers 4 (four) plowings/shoveling occurrences per month. For months with over 4 snow events the charge will be 25% of monthly contracted rate per occurrence. All determinations of payment considerations will be the contractor's discretion.

- An "open-up" plowing/shoveling will be performed during continuing snowfalls expected to exceed 8 inches in depth and will be completed before 7:00 AM or 5:00 PM; this will include a general cleanup of the property, so cars and people can more easily come in and out of business. This will be performed depending on timing of the storm.
- A thorough clean-up of all driveways, parking areas, sidewalks, and stairs will be completed within 6 hours of the snowfalls end
- For snowfalls in which more than Six (6) inches of snow falls in one twenty-four-hour period, contractor will be granted extra time to complete the entire cleanup of the complex. Business 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. Property manager also has the responsibility of informing contractor of any problems they might see due to weather related issues. Any extra service provided will be **invoiced separately** from the contracted monthly billing.
- A touch-up of driveways, parking lots and stairs will be performed on an as needed basis according to small snowfall amounts. Property manager will keep contractor abreast of properties condition. This service is performed free of charge only in a "non-snowy" month.
- Contractor will provide salt/sanding of driveways and walkways. Any sanding/salting to be performed by contractor will be the responsibility of the Business to notify the contractor. All sanding and chemical applications will be billed to the business.
- Excessive snow build-up in areas where snow is piled-up will be moved or removed by contractor and will be billed to the business. This service will be conducted after snowfall events and will be **invoiced separately** to the contract holder.
- Bags of de-ice will be applied at the cost of \$25 per bag.
- 100% salting of parking lots will be billed at \$245 per ton with a minimum trip charge of \$75. Salting and de-icer will be applied at the best ability of contractor.
- #30 Gallon buckets will be stored at entrances to be kept filled with magnesium/calcium chloride de-ice with a scoop at the price of \$25 per 50lb bag filled. This will be done on request only.

7. **LIABILITY**

Kern Lawn Service Inc. or any sub-contractors of Kern Lawn Service Inc. is not liable for any accidents or actions that occur on the sidewalks or driveways of listed properties. Kern Lawn Service Inc. will provide the best service possible yet cannot be on site for every unseen problem.

8. **INSURANCE**

Contractor shall hold harmless the Business for any and all claims of property damage incurred by the contractor. 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 parties.

Signed: KERN LAWN SERVICE Inc., contractor

By: _____ President

Date: _____

And

Nova Classical Academy

By: _____ Its _____

Date: _____

Contact Name _____

Phone number _____

Email _____

(If you do not want invoices & correspondence emailed then leave blank)