



Landscape Maintenance Services Proposal  
prepared for

**ALMOND GLEN HOA**

Ashley Rammacher



704-897-8785

Ashely Rammacher  
AMG World

Ashley,

Re: Landscape Maintenance Services Proposal for **Almond Glen HOA & TOA**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. You will see that our proposal is geared to address the specific needs and expectations you expressed and we discussed for **Almond Glen HOA & TOA**. This will show you Plan for Success I described during our chat and because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Summary of Observations:** This section documents the current condition of your landscape, identifying issues we've observed and areas where we see opportunities for improvement.
- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance. this will be with your assigned Account Manager and Myself if needed.
- **Scope of Services Summary:** This section outlines our proposed scope of services, based on the scope and maps you provided, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property. I know you have your own contract but this is what our smaller customers agree too.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,  
Monica Corum,

Business Development Manager  
Yellowstone Landscape

mcorum@yellowstonelandscape.com  
704-577-2677

# CURRENT OBSERVATIONS

This section includes photos taken during our initial observations of your property's landscape. They represent some of the areas and issues that would be an immediate focus for our service teams as a part of our Startup Plan.



## BED WEEDS--STOCK PHOTO

As discussed, bed and tree wells will be weeded throughout the growing season to maintain a neat appearance at all times. This will be performed through the use of pre-emergent and post emergent herbicides, as well as hand pulling. Chemicals will be used according to the product label.

A non-selective and/or pre-emergent herbicide will be allied to cracks in all walks, curbs and other paved areas to help control the growth of weeds.



## DEAD PLANT

We will document and remove any expired small plant material within reason. Larger or more involved expired plants will require a fee.

Your Account Manager will then provide you a quote to extract large plants or replace voids with an exact or similar plant material. Upon approval, the work will be performed.



## SHURBS AND HAND PRUNING

Shrubbery that requires shearing to maintain a formal appearance will be sheared 3 times per year unless otherwise indicated differently.

Once the initial clean up is performed.

Standard pruning practices will be observed and all resulting debris will be removed.



### TURF WEEDS

Turf Fertilization for Fescue will be applied during the industry standard schedule. This will help promote green up as well as get a jump on preventing any weeds with in the turf. We also perform a soil test to establish a nutrient base line that will govern the total amount of N applied per year and if there needs to be additional treatments needed.



### CRACK WEEDS

Hard Surfaces will be maintained free from weeds by the use of non-selective post-emergent weed control.



### TREE PRUNING

Pruning of the deciduous trees will be limited to trees up to 6" caliper and pruning to a height of 10' or less. Pruning needed outside of this specification will be documented, proposed and performed as an Additional Service upon customer approval.

All tree limbs will be trimmed away from the home not to touch the buildings.

All debris will be removed from the site.



### TRASH

Trash will be picked up during each service visit not to be mowed over. Continuous excessive trash will be a billable fee. Prior to invoice the property manager will be notified of the excessive trash with photo documentation.



### EXTRA ENHANCEMENTS

Additional side project proposals to enhance the community or on an as needed bases such as ponds and extra open lot areas, will be provided to the Property Manager for review and approval. Upon approval, the project will be performed and billed, otherwise it will be reported with photo documentation.

# OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

## FIRST 30 DAYS

- Meet with Property Manager to review 30 – 60 – 90 Day Plan
- Discuss with Property Manager our “Approach to Services” and “Service Map”
- Begin maintenance – mowing, blowing and edging
- Irrigation Audit
- Spot treat weeds in turf areas to be reclaimed
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Apply fertilizer to struggling shrubs throughout the property- if approved
- Begin insect and disease program on all plant material--if approved
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property
- Perform turf fertilizer application if applicable
- Walk Property with Property Manager to identify other areas of concern

## DAYS 30-60

- Walk property with Property Manager to evaluate improvements
- Evaluate our “Approach to Services” and make any necessary adjustments
- Continue routine maintenance – mowing, blowing and edging
- Retreat turf weeds
- Continue weed control applications throughout property
- Monitor insect and disease problems in plant material throughout property
- Discuss options to improve “curb appeal” in high profile areas



## DAYS 60-90

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue turf weed applications as needed
- Continue weed control applications throughout property
- Monitor insect and disease problems in plant material throughout property
- Continue routine maintenance – mowing, blowing and edging







## LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.



### TURF MANAGEMENT - WARM & COOL SEASON

- Litter and other undesirable debris will be removed from the turf areas prior to mowing operations.
- Mowing and line trimming will occur every 7-10 days during growing season, or as weather conditions dictate in order to maintain a neat and attractive appearance. Finished mowing heights will be maintained at 2" to 3" throughout the growing season, depending on the topography of the turf. Grass clippings will be left on the lawn to restore nutrients. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.
- Edging of all sidewalks, curbs, and other paved areas will occur with every other mowing throughout the growing season. Edging and trimming equipment will be equipped with manufacturer's guards to deflect hazardous debris.
- Debris from mowing and edging operations will be removed, and all areas shall be cleaned by means of a gas-powered blower.
- The hybrid Bermuda turf areas will receive a total of three applications of fertilizer during the growing season in order to achieve an approximate total of **6 lbs** of Nitrogen per season to occur between the months of May and July. Actual application rates and the time of application will be determined based on the results of a soil sample taken in the fall of the prior year and on actual temperatures around the time of application.

## TURF MANAGEMENT - WARM SEASON (CONTINUED)

- A soil sample will be taken once per year from the turf areas in order to determine a recommendation for lime. The contractor will furnish a proposal for lime at the rate recommended by the soil sample.
- Pre-Emergent Herbicides for weed control in the turf will be applied three times over the course of the growing season. Two applications will occur in the spring to prevent the germination of spring and summer weeds. One application will occur in the late fall to prevent the germination of winter weeds.
- Broadleaf weeds in the turf areas that have not been controlled by a pre-emergent herbicide will be controlled by the use of various post-emergent herbicides as required.
- Grassy weeds in the turf areas will be monitored by means of visual inspection. Recommendations for resolutions and treatment will be made by the Contractor. The recommended treatment will be applied only upon approval and will be at the Owner's expense.
- The Contractor will monitor the turf areas for signs of insect and/or disease infestation by means of regular visual inspection. Recommendations for resolution of pest and or disease problems in the turf areas will be made by the Contractor if needed. The recommended treatment will be applied only upon approval and will be at the Owner's expense.
- The Contractor will monitor for fire ants by regular visual inspection. Recommendations for treatment will be provided by the Contractor. The recommended treatment will be applied only upon approval and will be at the Owner's expense.

## ORNAMENTAL TREE & SHRUB MANAGEMENT

- Shrubbery will be pruned by hand to remove dead wood and to change undesirable growth patterns once per year in the winter months. Shrubs will be trimmed by means of gas-powered shears, up to **two** times per season. Shrubs requiring hand pruning will be trimmed as required, or a minimum of three times per season. Plant growth regulators may be used to provide a consistent and healthy appearance for certain varieties of plant material and ground covers. Shrubs requiring hand pruning will be trimmed as required or to maintain their intended use within the existing landscape.
- Rejuvenative "hard" pruning activities are not included in this agreement and will be considered an extra billable item if required.
- Ornamental trees will be pruned once per year to occur in the winter months. Canopies will be raised to a maximum height of 10 feet or a maximum 2-inch caliper limb size to maintain the appropriate form of the tree and the appropriate clearance for pedestrians. The Contractor will not prune tops of Crape Myrtles. Recommendations for additional pruning will be provided by the Contractor. The recommended treatment will be applied only upon approval and will be at the Owner's expense.
- Selected Ornamental trees and shrubs up to 6" caliper will be fertilized once per year in early Spring with a balanced fertilizer at a rate determined by the needs of the particular cultivar, variety, or use within the landscape.
- Select Ornamental trees and shrubs will be regularly monitored for signs of insect and/or disease infestation. Recommendations for resolution of pest and/or disease problems will be made by the Contractor as needed.

## WEED MANAGEMENT

- Tree and shrub beds will be maintained free from weeds by means of hand weeding as well as by use of both pre and post-emergent herbicides. Weeding activities will occur with every visit during the growing season and as required during the winter months. Hard surfaces will be maintained free from weeds by the use of non-selective post-emergent weed controls.

## WINTER MANAGEMENT

- The contractor will visit the site once a month during the off-season in order to inspect the site and remove litter and debris in the landscaped areas.

## AERATION WARM SEASON And COOL SEASON AERATION & OVERSEEDING

- The Contractor recommends the aeration of the turf areas in the summer of each year by means of an open-tine coring type aerator.

## RECOMMENDED SERVICES NOT INCLUDED IN THIS AGREEMENT

### MULCH / pine straw

- Mulch / pine straw materials and labor are **not included** in this agreement. It is recommended that all bed areas maintain a minimum of 2" of mulch / pine straw material at all times in order to aid in moisture retention and weed control, as well as to maintain the neat and attractive appearance of the landscape. The quantity and cost of this service are listed in the "Additional Service Summary" attached to this document.

**\*\*This proposal does not include Pet Stations or Trash Cans in the Almond Glen Community.\*\***



- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- All properties are inspected weekly by field supervisors to ensure that all work is completed in accordance with this agreement.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

# SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.

## HOA Common Areas--

Green area indicates  
Bermuda Turf

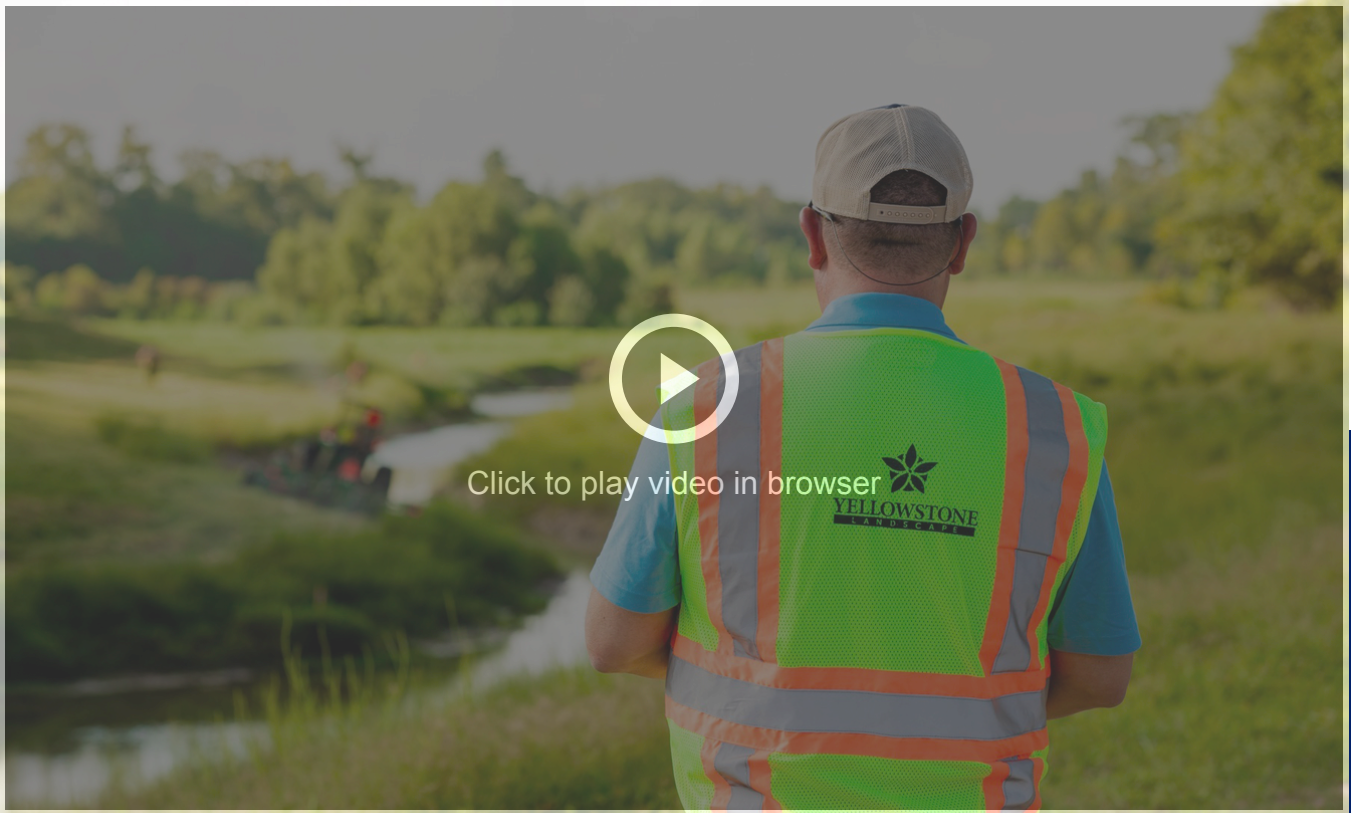
Orange is Pine Straw areas

Yellow indicates Fescue Turf



# ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

“ You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

**Mike Vaccaro**  
President/Secretary  
Clover Creek Community

# Our Place in Our Industry



**YELLOWSTONE**  
LANDSCAPE

2021 RANK	COMPANY	2020 RANK	2020 REVENUE	HEADQUARTERS	EMPLOYEES	% CHAN FROM	%C/	%R	%RR
1	BrightView Landscapes	1	\$2,346,000,000	Blue Bell, Pa.	21,000	-3%			0%
2	TruGreen	2	\$1,400,000,000	Memphis, Tenn.	13,570	1%			N/A
3	The Green Tree Expert Co.	3	\$1,267,562,000	Kent, Ohio	16,380	1%			N/A
4	Yellowstone Landscape	5	\$358,000,000	Bunell, Fla.	4,270	1%	100%	100%	0%
5	Bartlett Tree Experts	4	\$352,000,000	Stamford, Conn.	2,200	1%	100%	100%	64%
6	Gallic Landscape	6	\$230,000,000	Valencia, Calif.	2,900	1%	100%	100%	5%
7	Outwax Group	8	\$225,191,300	Westbury, N.Y.	4,290	1%	100%	100%	0%
8	Ruppert Landscape	7	\$213,165,000	Laytonville, Md.	1,820	1%	100%	100%	0%
9	Weed Man	8	\$212,828,656	Orono, Ontario	3,559	1%	100%	100%	64%
10	LandCare	10	\$206,000,000	Frederick, Md.	3,900	1%	100%	100%	0%
11	Divisions Maintenance Group	9	\$184,961,332	Newport, Ky.	457	1%	100%	100%	0%
12	HeartLand	14(1)	\$184,000,000	Kansas City, Mo.	2,100	1%	100%	100%	0%
13	SawTree	13	\$162,600,000	Bedford Hills, N.Y.	1,430	1%	100%	100%	79%
14(t)	Park West	11	\$100,000,000	Rancho Santa Margarita, Calif.	1,900	1%	100%	100%	0%
14(t)	U.S. Lawns	12	\$100,000,000	Orlando, Fla.	2,400	1%	100%	100%	0%
16	Lawn Doctor	16	\$102,000,000	Holmdel, N.J.	2,900	1%	100%	100%	89%



Each year the lawn and landscape industry's leading trade publications rank the largest firms in lawn care, tree care, and landscaping services. Among the largest "green industry" companies in North America, Yellowstone Landscape is pleased to have been in the top 10 for each of the past four previous years.

We attribute our tremendous growth and staying power at the top of our industry to two very important groups of people. First, to the thousands of customers, and the properties and projects they allow us to create and maintain for them.

Second, to the more than four thousand Yellowstone Landscape Professionals who wear our uniform and take care of the valuable relationships we've built with our clients.

Without the trust of our customers or the dedication of our employees Yellowstone Landscape would not exist as it is today.

As we look forward to continued opportunities to serve new clients and to bring more talented individuals into our company, we vow to never lose sight of the people who made us one of our industry's most successful and respected firms.



# YOUR INVESTMENT

CORE MAINTENANCE SERVICES FOR COMMUNITY WITH NO DUKE FIELDS	PRICE
<b>Mowing</b> Includes Mowing, Blowing, Edging, String Trimming, Blowing, Winter Visits	\$55,396.48
<b>Detailing</b> Includes Tree Pruning, Shrub Hand Pruning, Shrub Searing, Perennial Cutback, Soil Test, & Weeding in Beds	
Turf Fertilization 4 Turf for Bermuda & 4 Turf for Fescue Fertilization visits, Tree Fertilization & Shrub Fertilization	
Aeration of Bermuda Turf / Aeration & Overseeding of Fescue Turf	
Irrigation Maintenance Visits- Start up, Shut down 1 audit	
<b>ANNUAL GRAND TOTAL</b>	<b>\$55,396.48</b>

ADDITIONAL SERVICES (NOT INCLUDED IN ANNUAL GRAND TOTAL)	PRICE
Pine Straw 1 Spring Application of 500 Bales- Billed Separately-	\$3,750
Pine Straw 1 Fall Application of 500 Bales- Billed Separately-	\$3,750
<b>Seasonal Color 1 Spring 1 Fall installation</b> This price can vary based on the plant selection. Board choose from a pallet of plants.	\$TBD
Top Choice for Ants control. Applied to club house and townhome turf areas. i application	\$2,700

ANNUAL GRAND TOTAL	\$55,396.48
MONTHLY GRAND TOTAL	\$4,616.37

CLIENT NAME: Almond Glen HOA & TOA

BILLING ADDRESS: PO Box 10265, Greensboro, NC 27404

PROPERTY CONTACT: Ashley Rammacher

PROPERTY CONTACT EMAIL: Ashley.rammacher@amgworld.com

PROPERTY CONTACT PHONE: 704-897-8785

CONTRACT EFFECTIVE DATE: **November 1, 2023**

CONTRACT EXPIRATION DATE: October 31, 2024

INITIAL TERM: One Year

PROPERTY NAME: Almond Glen HOA & TOA

PROPERTY ADDRESS: 2116 Caprington Drive, Indian Land, SC 29707

CONTRACTOR: Yellowstone Landscape, PO Box 849, Bunnell, FL 32110

YELLOWSTONE CONTACT: Monica Corum, Business Development Manager

YELLOWSTONE CONTACT EMAIL: mcorum@yellowstonelandscape.com

YELLOWSTONE CONTACT PHONE: 704-577-2677

YELLOWSTONE SCOPE OF SERVICES: The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

# AGREEMENT

## COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$55,396.48 annually**, in equal monthly installments of **\$4,616.37** billed monthly in the amount of upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

**Presented by:** Yellowstone Landscape

**Accepted by:** David Ibsen, Almond Glen President

  
2023-10-12 14:30:49 (ED1)

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**Printed Name:** Christopher Adornetti, Officer  
**Date:** October 12, 2023

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**Printed Name:** David Ibsen, Almond Glen President  
**Date:**



## TERMS & CONDITIONS

**Entire Agreement:** This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

**Acceptance of Agreement:** The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

**Price, Quality, and Working Conditions:** The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

**Assignment:** Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

**Relationship of Parties:** The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

**Agreement Renewal:** Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

**Payment Terms:** Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

**Termination for Cause:** It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate the cancellation of the agreement. Yellowstone will be given 30 days written notice to correct any issues that the Client feels justify the cancellation of the agreement. Yellowstone must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination. Final billing will be prorated to reflect services rendered until the termination date. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

**Default:** In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

**Claims:** Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

**Jurisdiction:** By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

**Licenses:** Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

**Indirect Damages:** Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

**Excusable Delays and Risk of Loss:** Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

**Watering Restrictions and Drought Conditions:** Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

**Warranty:** Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

**Nonwaiver:** No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

**Construction:** The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

**Change in Law:** This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



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**THANK YOU FOR YOUR TRUST**

We look forward to working with you!

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