

CUSTOM LANDSCAPE & MAINTENANCE

P.O. Box 75381

Colorado Springs CO. 80970

(719) 380-8836

Cell (719) 271-9439

This proposal, Submitted by Custom Landscape & Maintenance, provides for the below listed services to be performed at:

Property Name: Silver Ponds H.O.A.

Address: 7120 Silver Ponds Hts. 80908

Telephone: ~~495-7874~~, ~~304-4485~~ 302-0907

Contact: Angela, Steven, Eric Stephen

Once signed this proposal will become a binding contract for the 2014-2015 winter snow removal season between the property (and or person) listed above and Custom Landscape and Maint.

Contractor agrees to perform as an independent contractor at the property(s) listed above, and perform the services required as specified and described in the maintenance specifications document during the period of the contract.

The contractor, at its sole cost and expense, shall comply with all federal, state and local statutes, laws, ordinances, executive orders, rules and regulations applicable to it.

Property (and or agent) agrees to pay Custom Landscape & Maintenance for the maintenance and for services on a time and materials basis per attached schedule. Accounts are due within thirty days of billing. Thirty day past due accounts will be charged 1.5 % interest per month and a \$50.00 late fee on unpaid balances. A charge of 45.00 dollars or 15 % (whichever is greater) will be charged on all returned checks.

Should the services of an attorney be required for collection of past due accounts or to enforce the terms of this agreement, all reasonable costs incurred by the contractor will be billed to the property.

Due to the rising fuel costs we are now applying a 4% fuel charge to all billings when regular unleaded is \$2.50 or more.

SNOW REMOVAL SPECIFICATIONS

1. The contractor shall provide snow plowing services at end of any snow storm with an accumulation of 4 inch(s) or more on parking areas, and 2 1/2 inch(s) or more on sidewalks.
2. If a storm has not ended and has deposited an accumulation of 4 inch(s) or more, the contractor will start clearing snow. If snow falls at such a rate or time that it can not be plowed before or during normal business hours, every effort will be made to plow the snow from the main traffic ways until cars are gone and complete plowing can be done.
3. Contractor will pile snow in agreed upon areas out of traffic flow and away from dumpsters.
4. Contractor will make every effort to have parking lot, truck loading areas, and traffic lanes cleared to accommodate business by opening hours.
5. Contractor will provide sanding services following completion of plow services. Any areas in need of sand will be monitored at time of plowing and service to be done so that a safe condition is maintained for customers and tenants. This only pertains to customers that have contracted for sanding services.

TIME AND MATERIALS RATES

<u>SERVICE</u>	<u>RATE</u>
4X4 Snowplow	\$ <u>75⁰⁰</u> per hour (one hour minimum)
Large Blower Truck	\$ <u>225⁰⁰</u> per hour (one hour minimum)
Small Blower truck	\$ <u>125⁰⁰</u> per hour (one hour minimum)
Hand Shoveling	\$ <u>40⁰⁰</u> per hour (one hour minimum)
ATV with plow	\$ <u>65⁰⁰</u> per hour (one hour minimum)
Sanding	\$ <u>75⁰⁰</u> per ton (\$35.00 minimum)
Ice Melt	\$ <u>2⁰⁰</u> per lb. (\$35 minimum)
Skid Loader	\$ <u>125⁰⁰</u> per hour (one hour minimum)
Mini Skid	\$ <u>80⁰⁰</u> per hour (one hour minimum)
Wheel Loader	\$ <u>225⁰⁰</u> per hour (one hour minimum)
Ice Slicer	\$ <u>235⁰⁰</u> per ton (1/2 ton minimum)

Additional Requests: _____

vehicles will check all properties at no charge with a 30% or more chance of snowfall or freezing conditions below 30 degrees. Trucks will leave at 1:00 A.M. and again at 4:30 A.M. each equipped to do all services.

Either party may terminate this agreement by notice in writing to the other party. Notice must be given at least 30 days prior to the effective date of such termination, and include a list of reasons and causes of termination. In the event of termination by either party, full payment for services performed or materials provided to the date of termination shall be due and payable on or before such date.


Custom Landscape & Maintenance assumes no responsibility or liability for damages done to border plants by roads or parking areas or pre-existing conditions of asphalt or concrete (e.g. cracks, pot holes, etc.) or speed bumps. All plowing and shoveling is billed in one hour increments. On very long or deep snows it may be necessary for us to first open main drives and important areas and then come back to clean-up. As a rule we have main drives, employee parking, main entrances, and ample customer parking (and any important noted areas) cleared by the opening time of your business. By signing this proposal you are agreeing to the prices listed on the following page and all terms listed in this proposal. This proposal covers the 2014/2015 snow season. If you have any questions please call Dan at: (719) 271-9439.

In Witness of, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Date: 12-12-15

Property: SilverPonds POA

Address: _____

By:  Deborah Johns-719-495-1352

Position: President

Contact: Eric Stephen 302-0407

Contractor: Custom Landscape & Maintenance

By: Dan Thompson

Position: Owner