

STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT made and entered into this 1st day of December, 2024, by and between WEAVER VILLAGE WALK, hereinafter referred to as the ASSOCIATION, and SPRINKLE CREEK VENTURES, INC., hereinafter referred to as the CONTRACTOR.

AGREEMENT

CONTRACTOR agrees to furnish all labor, equipment, and materials necessary to provide complete landscape maintenance as specified herein. Subject to weather constraints, the work to be performed shall include but not be limited to the following:

LITTER AND DEBRIS REMOVAL

- CONTRACTOR shall provide a thorough spring cleanup of maintained areas to remove branches, leaves, and other accumulated debris.
- During normal ground maintenance procedures such as mowing and pruning, CONTRACTOR shall remove litter and debris from all common area shrubbery beds and lawn areas. This shall be accomplished on a frequency of every seven to ten days during the growing season, allowing for weather considerations.
- CONTRACTOR shall weekly inspect all streets and parking areas during the growing season, and clean off any accumulations of litter and debris.
- During normal ground maintenance procedures, CONTRACTOR shall blow grass clippings off of streets and parking spaces, and keep paved surfaces free of weeds.
- Cleanup following severe storm damage shall be ADDITIONAL to this AGREEMENT, and CONTRACTOR shall be paid an agreed price for labor and any necessary materials. Cleanup shall be completed within 72 hours of occurrence.
- CONTRACTOR shall provide leaf cleanup as needed through fall the end of season.

LAWN MAINTENANCE

Chemicals:

CONTRACTOR shall advise the ASSOCIATION of all chemicals to be used, as well as supply product labels and Material Safety Data Sheets (MSDS) as required by law. In all cases, CONTRACTOR shall attempt to use the least toxic product available.

Fertilization & Weed Control Program

- Apply application of pre-emergent herbicide and fertilizer to all lawn areas to control weeds prior to germination. Do this generally no later than March 15th.
- Apply post-emergent broadleaf herbicide and fertilizer to all lawn areas during the early summer to control weeds not controlled by the pre-emergent applications.
- If necessary, apply a fall treatment of pellet-type dolomitic lime in conjunction with overseeding operations at the rate recommended by soil testing. As needed on a time and materials basis and billed to the ASSOCIATION.
- Apply final application of root fertilizer in late fall.
- Inspect lawn areas and identify specific weed problems before selecting a product to use for each herbicide application.
- CONTRACTOR may vary product and application timing in accordance with good lawn maintenance practice as influenced by moisture and temperature.
- All applications must be in accordance with EPA standards.

Mowing

- All lawn areas accessible to equipment shall be mowed to a height of 3 1/2" to 4" on a seven (7) to ten (10) day schedule as needed during the growing season with weather considerations.
- For the purposes of this AGREEMENT, the season shall be considered as April 1 to October 31.
- All mowing equipment shall be professionally maintained to provide sharpest and cleanest cut of individual grass blades.
- Bagging of clippings in tight areas where necessary to maintain a clean, manicured finish shall be included.
- At CONTRACTOR'S discretion, mowing shall be temporarily suspended in times of extreme drought or excessive moisture to prevent further damage to turf areas.

Aeration

- All thin/ bare lawn areas accessible to equipment shall be aerated once each year with a core/plug type aerator in the fall prior to overseeding the lawns. This is to be considered as part of the AGREEMENT and is included in the contract price.

Seeding

- Following aeration, all bare or thin lawn areas of designated areas are to be overseeded in the fall.

Trimming

- Routinely trim around obstacles, garden beds and lawn edges in conjunction with grass cutting during the growing season.

SHRUB, TREE AND LANDSCAPE MAINTENANCE

Disease and Insect/Pest Control

- CONTRACTOR shall initiate an Integrated Pest Management program of shrubs and trees on an every two (2) week basis to ensure early detection of any disease or insect/pest problem.
- When approved by the ASSOCIATION or managing agent, CONTRACTOR shall take immediate steps to control, prevent the spread of, and eliminate the problem.
- Disease and insect/pest control shall be considered as ADDITIONAL to this AGREEMENT and CONTRACTOR shall be paid an agreed price for materials and labor.
- Apply liquid insecticides by sprayer.

Mulching

For the purposes of this AGREEMENT, mulching shall be considered as ADDITIONAL to the AGREEMENT and when requested by the ASSOCIATION, CONTRACTOR shall be paid an agreed price for labor and materials.

Pruning of Common Areas

- Developmental pruning and trimming of shrubs and ornamental landscape trees, which are generally described as those that do not require a ladder to work on and whose trunks' diameter does not exceed 6", will be required during the early Spring, or the appropriate time for the species' dormancy period prior to the start of Spring growth.
- Spring blooming plants are to be trimmed only after their flowers have dropped.
- One follow-up, late-season pruning shall be completed after consultation with the ASSOCIATION as to timing, etc.
- All appropriate shrubs shall be neatly pruned or clipped twice annually to preserve the natural character and in a manner appropriate for each plant or tree.
- Where "trees" are mentioned in this contract, the reference is to decorative trees on the property. Another contractor will service large trees, those that cannot be reasonably trimmed from the ground.
- 'Reclamation'/ regenerative pruning and cutback of overgrown or neglected areas will be considered as ADDITIONAL to the AGREEMENT and when requested by the CLIENT, CONTRACTOR shall be paid an agreed price for labor, disposal costs, and any necessary materials.

Weed Control

- On a bi-weekly schedule, CONTRACTOR shall combine contact weed control chemicals and hand removal to control weeds during the growing season.
- Carefully follow manufacturer's recommendations on the use of contact chemicals to lessen the risk of damage to plants.
- 'Reclamation' weeding and cutback of overgrown and neglected areas will be considered as ADDITIONAL to the AGREEMENT and when requested by the CLIENT, CONTRACTOR shall be paid an agreed price for labor, disposal costs, and any necessary materials.

NOTE: Any and all annual and perennial plantings done by homeowners become the responsibility of the homeowner. CONTRACTOR shall not be responsible for maintenance of said plantings unless arrangements are made with the homeowner and an agreed price shall be paid for any materials plus labor.

Miscellaneous Maintenance

Shrub and Tree Replacement

- When the CONTRACTOR is requested to remove or make replacements of plantings which have died or have become unhealthy or unsightly, such removal and replacement shall be considered as ADDITIONAL to this AGREEMENT and CONTRACTOR shall be paid an agreed price for labor and materials.

Drainage

- CONTRACTOR shall inspect and clean all surface drains in conjunction with normal maintenance operations.

Signage

- All signage shall be kept free of vegetation and offering a clear line of sight for vehicles.

Indemnification:

- CONTRACTOR shall not be held responsible for damage due to design inadequacies or irregularities. This shall include, but not be limited to, siding, signage, utilities, decks, etc. where turf areas directly touch objects and string line trimming is necessary. This also includes any cables, wires, or pipes not installed to typical specifications of 6" or more during normal edging or trenching operations. Larger drainage, trenching, or excavation projects requiring utility location services shall be the responsibility of the ASSOCIATION or Managing Agent unless other arrangements are made.

- When requested by the ASSOCIATION or Managing Agent, corrections of these issues shall be considered as ADDITIONAL to this AGREEMENT and CONTRACTOR shall be paid an agreed price for labor and materials.

CONTRACT PRICE

The Contract Price for said work is as follows:

- A. The contract period shall be from January 1, 2025 to December 31, 2025.
- B. The contract price shall be the fixed sum of \$21,500.
- C. Payments are to be made in twelve (12) equal monthly payments of \$1,791.67.
- D. For work not included in this AGREEMENT but considered as additional to the AGREEMENT, CONTRACTOR shall bill the ASSOCIATION for labor at a rate of \$55.00 per person, per hour, and any required materials.

GENERAL CONDITIONS

- The CONTRACTOR agrees that he is an independent contractor under this AGREEMENT, and in connection with all work performed hereunder.
- CONTRACTOR shall be solely responsible for withholding of all funds for employees required by Federal and/or state agencies.
- CONTRACTOR shall be solely responsible for Workman's Compensation Insurance, if any may be required, with minimum limits of coverage as specified by State Statutes, and shall maintain at his sole expense Comprehensive General Liability insurance in the minimum amount of \$1,000,000.
- CONTRACTOR shall furnish the ASSOCIATION with evidence of such insurance in the form of a Certificate of Insurance issued by the insuring agency. The certificate shall show the ASSOCIATION as the Certificate Holder, and shall include an endorsement indicating that at least ten (10) days written notice will be given to the ASSOCIATION prior to cancellation of any and all such coverage.
- The CONTRACTOR shall be solely responsible for the selection of his agents and employees, and the retaining of a qualified workforce of a size sufficient to perform the work under this Agreement on a timely basis. However, it is specifically understood that none of such agents or employees shall come on the premises while under the influence of alcohol or any other intoxicant or controlled substance, and that they will conduct themselves in a professional manner while on the premises.

- All work performed under this AGREEMENT shall be performed in accordance with accepted standards of horticultural practice. All work shall be performed in accordance with all applicable laws, codes, ordinances and regulations of all local, state and federal government agencies. All herbicides, fertilizers or other chemicals shall be applied under standards and regulations set forth by the Environmental Protection Agency (EPA) and the appropriate state and local regulatory agencies.
- Material and labor prices included herein are current market prices at the time of this AGREEMENT execution. Due to ongoing economic impacts that directly affect these costs, Sprinkle Creek Landscaping reserves the right to adjust all material and labor costs associated with this AGREEMENT to reflect current market values.
- The ASSOCIATION shall inform all members of the ASSOCIATION and all residents that they are not to issue any instructions to the CONTRACTOR, his agents or employees. All communications shall be made through the ASSOCIATION or its assigned agent. Failure to do so will result in billable time to the ASSOCIATION for consultation.

Finally, it is mutually agreed that either party for just cause may terminate this AGREEMENT at any time upon sixty (60) days written notice to the CONTRACTOR or ASSOCIATION.

Witness our hands and seal, this day and year first above written.

(Association) By: _____ (seal)

(Contractor) By: *Charles P. Barrett* (seal)