



## Black Zulu Lawn Care

This agreement is made and entered into between:

Full Legal Names: Weaver Village Walk HOA

(Hereinafter referred to as "the Client")

AND

Full Legal Names: Black Zulu Lawn Care/William Clark

(Hereinafter referred to as "the Contractor")

The Client hereby engages the Contractor to perform lawn care and landscaping services at **Weaver Village Walk HOA** according to the scope of the work detailed and priced on the Lawn Care Schedule which is attached hereto and forms part of this Lawn Care Contract.

1. Any additional work required by the Client or proposed by the Contractor which is not specified on the Lawn Care Schedule shall be quoted for separately and when completed added to the invoice.
2. This contract shall start January 1<sup>st</sup>, 2024 and shall be in effect until December 31<sup>st</sup>, 2024, at which point the Contractor and the Client shall discuss if services continue and a new contract is signed.
3. Total cost of services for the 2024 year is \$15,000. Payment will be \$1250 per month.

### 3. Obligations of the Contractor

3.1. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.

3.2. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, failing which the cost of all missed services shall be deducted from the invoice.

#### **4. Obligations of the Client**

4.1. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 8am to 8pm or during daylight hours.

4.2. The Client shall be responsible for the removal of any objects e.g. furniture, rubbish etc. that will hinder the Contractor in performing under this agreement.

4.3. The Client shall keep all people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services.

4.4. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs.

#### **5. Liability**

5.1. The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.

5.2. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.

5.3. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.

5.4. The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.

5.5. The Contractor shall be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides or fertilizers. Liability shall be limited to the replacement of the plant(s) by the Contractor.

5.6. The Contractor shall carry a general liability insurance policy at all times during the term of this contract.

#### **6. Whole Agreement**

This Lawn Care Contract and Lawn Care Schedule attached constitute the sole and entire Agreement between the parties with regard to the subject matter hereof and the parties waive

the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Lawn Care Schedule provided such termination or amendment is made in writing and submitted to the other party 14 days prior to taking effect.

Signed on this 8<sup>th</sup> day of December 2023 by the Client who warrants his/her authority to enter into this agreement.

Client's Signature: Mary Brown, Board Member

Signed on this 8<sup>th</sup> day of December 2023 by the Contractor who warrants his/her authority to enter into this agreement.

Contractor's Signature: William R. Clark

# Weaver Village Walk Lawn Care

## Schedule

- Mowing and weedeating to be completed weekly from April to October (approximately 30 mows depending on growth and weather). Blowing of grass and trimmings from all walkways and asphalt (**including back and front porches if grass gets on them**) to be completed as needed.
- Edging curbs, walkways and front planting beds twice a month during growing season or as needed based on growth.
- Mow grass easement area to Moore Street between lots 73 and 77 every other mow.
- Apply pre-emergent weed control between late February and early March.
- Apply fertilizer twice during the year (once in spring and once in the fall).
- Aerate turf in the fall and overseed with Kentucky 31 tall

fescue in needed areas.

- Apply RoundUp365 on all walkways and Reagan Lane in the month of May and reapply as needed.
- Installation of mulch (double ground hardwood) in all front planting beds and common area beds and trees along roadway will be completed once during the 2024 year. Exact date will be discussed between HOA and Black Zulu Lawn Care.
- Leaf removal will be completed as needed during the fall.
- Shrub/hedge trimming is plant specific as different species need to be trimmed during different times. Flowering shrubs like azaleas/rhododendrons need to be pruned after the flowers fall off. Boxwoods and other non-flowering shrubs will be pruned as needed.
- The north slope will be trimmed of saplings (**pin**es, **locusts** and **other small trees**) twice a year or as needed.
- Litter will be picked up in all common areas, including the North Slope, as needed.



Signature of HOA  
member: Mary Brown.

Date: 12-8-2023

Signature of  
Contractor: William R Clark.

Date: 12-8-2023

# Weaver Village Walk Service Cost

- Mowing, weedeating from April to October (30 mows done weekly). Edging will be done bi-monthly.

$\$380/\text{mow} \times 30 \text{ mows} = \$11,400.$

- Pre-emergent fertilizer application (applied between late Feb. to early March) \$600. (includes purchase of 9 bags of Scotts Crabgrass/weed preventer and application of product).
- Fertilizer application (applied in spring and fall) \$600 (includes purchase of 10-10-10 fertilizer and application of product).
- Mulch application (double ground hardwood applied to common area mulch beds and front beds of each house). \$1500 (price may vary depending on price of mulch at time of application). Will discuss when mulch will be applied.
- Herbicide spray application (will be applied approximately in May) \$300 (RoundUp 365 only needs to be applied once per year, but will spot treat if weeds come up after initial application)

- Leaf removal and shrub/hedge trimming (as needed) \$600.

**Total - \$15,000 Monthly - \$1250**

Black Zulu Lawn Care

828.317.8547

Blackzululawncare@gmail.com

*William R Clark 12-8-2023*

*Mary Brown 12-8-2023*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Hiscox Insurance Company Inc	10200
<b>INSURED</b> Black Zulu Lawn Care 32 PHOENIX COVE RD WEAVERVILLE, NC 28787	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			P100.531.269.4	09/12/2023	09/12/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
	OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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