



Administrative Use Only

Date of Payment: _____

Type of Payment: _____

Payment Amount: _____

Welcome Desk Agent: _____

Attach copy of payment

Date _____

**HEB GC Turf Care and Landscape Services
23155 E. Heritage Pkwy.
Aurora, CO 80016**

**303-693-7788 Welcome Desk or 720-235-1852 Landscape / turf@heritageeaglebend.com
Contract Services Date: April 1, 2021 – November 1, 2021**

I. SCOPE OF WORK

Furnish all supervision, labor, material, equipment, and transportation required to perform all lawn care services hereinafter described for the property known as:

(CLIENT NAME)

(ADDRESS)

(PHONE)

(Email)

This maintenance contract will be by and between Heritage Eagle Bend Master Association, Inc., hereinafter referred to as the **Contractor**, and the homeowner, hereinafter referred to as the **Client**. The **Contractor** is the authorized representative with respect to interpretation, judgment, inspection, coordination, reimbursement and otherwise, execution of the terms and conditions of the **Contract**.

I. LANDSCAPE

- A. **Seasonal Mowing: \$745.00** (Growing Season/ Not to exceed 27 mows) - ***(Mow days are Tuesday thru Friday)***
Includes cutting of all turf areas, trimming of the edges on turf, edging of all turf along sidewalks and driveways in front monthly, cleaning of all sidewalks and driveways, ***(Surcharges may apply for oversized lots.)***
- B. **Aerification Spring (\$40) & Fall (\$40)**: – Temporary relief of soil compaction. Service includes aerification of all turf areas including cleaning of any excess debris off sidewalks left by the process. Recommend spring and/or fall aerification. Service can be provided at any time throughout the season. Package price available. (See following page)
- C. **Irrigation System Turn-On (\$40) / Turn-Off/Winterize (\$40)**: – Includes water turn-on inside of home, and inspection of clock and zones for malfunctions. Any problems found in initial turn-on will be notified to homeowner before work will begin. Protecting of the outdoor and exposed pipes serving the irrigation system when temperatures begin to freeze, typically around the beginning of October will be the homeowner responsibility. Turning off all valves inside your home. Draining of any excess water trapped inside of pipes inside and outside of home. Closing proper valves, and thoroughly blowing compressed air through the entire system, and setting all timers and valves to their proper position. Services for the “blow-out” will be determined by staff. Package price available. (See following page)

- D. **Full service: Mowing, Trimming and Edging, Aeration, Irrigation, Fertilization.** – \$995.00 All functions above will be performed along with the additional services of fertilization (\$350 value) The fertilizer application is a onetime 7-month residual slow-release formula with a slow-release high nitrogen blend that will keep feeding the root system throughout the growing season. It will also have a Pre-Emergent herbicide that will help prevent spring weed from germination. ***(No Additional Weed Control will be applied)*** 3 Revive applications will be done in months of June, July, and September. Additional Revive will be available if requested for a service charge of \$45.00 per application. ***(Mow days are Tuesday thru Friday)***
- E. **Additional Landscape Services:** Leaf clean up (Spring & Fall), shrub pruning/shearing, tree pruning/removal and putting down mulch. ***Depending on size of work and Availability.*** Call for an appointment. \$50.00 per man hour.

II. GENERAL ITEMS

Insurance/Licenses/Taxes

The **Contractor** will have all applicable insurance for automobile, public liability insurance and Workman’s Compensation certificates, current through the contract period.
The **Contractor** agrees to pay all applicable taxes, including sales tax on materials supplied.

Workmen and Equipment

The **Contractor’s** supervisor will be experienced. All the **Contractor’s** employees will be neat and clean.

OSHA Regulations

The **Contractor** will meet the OSHA requirements as part of this contract.
All fueling of machinery will be done on paved areas or parking lots.
The **Contractor** will furnish and maintain all equipment necessary to properly accomplish the duties of the **Contract**. Special care will be given to the operation of machinery and the use of chemicals including, but not limited to:
Equipment and materials will be used in such a way that they are not left unattended or otherwise allowed to present health and safety hazards to workmen, residents, or guests, with special consideration for children.

Refund Policy

By signing this **Contract**, **Client** agrees to pay in full the services selected. No refunds are permitted. **Client** is held to the terms of termination found on page 3 of this **Contract**.

Payment

Make check to Heritage Eagle Bend and give to Front Desk or mail to 23155 E. Heritage Pkwy., Aurora CO 80016

<input type="checkbox"/> Full Service: Landscape only <i>(See Above D)</i>	\$995
<input type="checkbox"/> Seasonal Mowing only <i>(Mow days are Tuesday-Friday)</i>	\$745
<input type="checkbox"/> Aerification Spring	\$40
<input type="checkbox"/> Aerification Fall	\$40
<input type="checkbox"/> Aerification Incentive Package (Spring and Fall service)	\$70 Save \$10
<input type="checkbox"/> Irrigation Turn-On	\$40 <i>(Dates to be determined)</i>
<input type="checkbox"/> Irrigation Turn-Off & Winterize	\$40 <i>(Dates to be determined)</i>
<input type="checkbox"/> Irrigation Incentive Package (Spring and Winter service)	\$70 Save \$10 <i>(Dates to be determined)</i>
Fall/Spring Clean-up	\$50 per man hour <i>(By appointment)</i>
Hanging & Taking down Holiday lights (One hour minimum)	\$50 per man hour <i>(By appointment)</i>

Additional work above & beyond this contract will be \$50 per man hour.

****ALL services are weather permitting****

All work requested by the *Client* that is out-of-scope to this **Contract** must be given to the *Contractor* in writing and issued a work order from the authorized representative for the *Contractor*. Payment request, for each such special work order, must be submitted solely for that specific work order.

Except for willful acts or omissions to act for breaches of duties constituting negligence, the *Client* shall indemnify and hold the *Contractor* and its employees and/or agents harmless from the performance of its duties under this Agreement.

Modification

Terms and conditions of this **Contract** cannot be modified except as mutually agreed upon by both the *Client* and *Contractor* in writing. **HEB reserves that right to refuse any contracts submitted.**

Term, Termination and Non-Performance

This **Contract** shall, commence **April 1st, 2021** and end **November 1st, 2021**

Termination of this Contract must be accomplished in writing by either party with thirty (30) days notice. Work will continue during the notice period unless otherwise agreed in writing by both parties, unless termination by the Contractor is due to the non-payment of services by the Client, whereby the Contractor can terminate this agreement with seventy-two (72) hours written notice, regular mail or hand-delivery, provided to the Client.

III. ACKNOWLEDGMENT OF CONTRACT

We, the undersigned, representing the *Client* and the *Contractor*, agree to the terms and conditions as set forth by this agreement with our signatures below, dated _____

Client Signature

Contractor (Authorized Representative)

Upon transfer from original signer to new occupant or owner, the original amount paid is not refundable