Environmental Landworks Company, Inc
17173 Mount Vernon Road
Golden, CO 80401
Phone: 303-862-9480

| Customer: |
| --- |
| Nicki Simonson<br>Sentinel Point Management<br>PO Box 370, Evergreen, CO 80437 |

| Property: |
| --- |
| Fallbrook Villas Metropolitan District<br>14107 Jackson Street<br>Thornton, CO 80602 |

# 12 Month Maintenance | 2027

This Landscape Maintenance Agreement (hereinafter referred to as the "Agreement") is entered the **January 1, 2027** by and between **Fallbrook Villas Metropolitan District c/o Sentinel Point Management** (hereinafter referred to as the "Client") and **Environmental Landworks Company Inc.** (hereinafter referred to as the "Contractor"), for site-specific landscape maintenance services at **Fallbrook Villas Metropolitan District 14107 Jackson Street, , Thornton, Colorado 80602.** (hereinafter referred to as the "Premises"). All Billing will be submitted to: **Sentinel Point Management | PO Box 370 Evergreen, Colorado .** For and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

## I. DEFINITION

The term, "Client", where used in this Agreement shall mean the responsible or duly authorized representative of Client for the Premises. "Term" where used in this document is the period during which this Agreement shall remain in effect unless terminated according to the provisions of this Agreement.

## II. AGREEMENT TERM

The term of this Agreement shall be for a period commencing **January 1, 2027** and expiring **December 31, 2027** (the "Initial Term"). Upon mutual agreement between Client and Contractor and expiration of the initial term, Notwithstanding the foregoing, unless terminated pursuant to section VII below, this Agreement shall automatically renew each succeeding year for an additional one (1) year term. (the "Renewal Term"), on the same terms and conditions as the Initial Term. Where used in this Agreement, the word "Term" includes the Initial Term and any Renewal Term.

A. Pricing amendment

1. Contractor may submit a pricing amendment to the Client prior to the automatic renewal date for approval. Upon written approval, the pricing amendment will be added to this contract and replace pages 9 & 10 below

## III. GENERAL REQUIREMENTS

A. The Contractor shall furnish all labor, materials, and equipment to perform landscape management operations in accordance with the requirements herein specified.

B. The Contractor will perform its services in a good and workmanlike manner consistent with reasonable industry standards.

C. Complete cooperation between the Client and Contractor shall be required regarding this Agreement.

D. The Contractor shall be solely responsible for any damages caused by its workforce while performing the requirements of this specification herein. The Contractor shall provide labor and materials for the repair or replacement of these damages.

E. The Contractor reserves the right to an arbitration hearing with the Client, and a non-partisan third party on questionable damages.

F. The Contractor will hold the Client harmless for all costs incurred or associated with liens of whatever type that may attach to the Premises as a result of the Contractor's failure to pay all sums due or claimed for materials, labor, or services associated with this Agreement.

G. If any party hereto brings suit or action against the other for relief declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sums as the Court may judge to be a reasonable attorney's fee.

H. Areas where services will be performed (property boundary lines) shall be clearly marked on a site map. The site map shall be provided to Contractor by Client before work is to be performed. Client shall inform Contractor of the location and nature of any and all hazards, concealed improvements, impediments, special circumstances or conditions known to Client and ensure that these are marked on the site map. Should no site map be created, Client agrees that Contractor may use its reasonable discretion in defining the area to be serviced. Client shall be under a continuing duty to inform Contractor about the location and nature any and all hazards, concealed improvements, impediments, special circumstances or conditions known to Client so that hazards and improvements may be properly marked

## IV. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire understanding between Client and Contractor and no modification, amendment, renegotiation, or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon by the parties and embodied in writing.

## V. INSURANCE

Contractor agrees to maintain insurance current and in force during the term of this Agreement. Contractor will obtain a Certificate of Insurance prior to the start of the work stated in this Agreement and deliver it to the Client.

Contractor shall also have its employees covered by a Worker's Compensation and Employer's Liability Policy:

The minimum limits of insurance are as follows:

A. General Liability: Minimum requirements are $1,000,000 per occurrence/$1,000,000 general aggregate.

B. Automobile Liability: Minimum requirements are $1,000,000 combined single limit.

C. Worker's compensation: Statutory amount.

D. Employer's Liability: $1,000,000 each employee/accident/disease

## VI. TERMINATION

Either party may terminate this Agreement by giving notice in writing by certified mail to the other party at the respective addresses stated below. Notice shall be given at least thirty (30) days prior to the effective date of such termination.

| | |
|---|---|
| If notice to Client: | Fallbrook Villas Metropolitan District<br>Attn: Nicki Simonson<br>PO Box 370<br>Evergreen, CO |
| If to Contractor: | Environmental Landworks Company, Inc.<br>Attention: Ops Manager<br>17173 Mount Vernon Road<br>Golden, CO 80401 |

Client and Contractor agree that the work performed is proportionally greater during the growing season rather than the winter months. In the event of termination by either party, full payment for actual services performed and materials provided become due and payable to the Contractor on or before date of termination. In the event of pre-payment of services and materials not provided, a refund will be due and payable to the Client on the termination date.

## VII. FORCE MAJEURE AND DELAYS

Contractor's obligations under this Agreement are accepted subject to strikes, labor troubles (including

strikes or labor troubles affecting any suppliers of Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this Agreement.

## VIII. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable, but a court or Trier of fact determines, that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. All other provisions of this Agreement shall remain in full force and effect.

## IX. PAYMENT TERMS

Payments for invoiced services are expected within thirty (30) days of invoice date. The client agrees to pay two percent (2%) interest per month on all invoices that are not paid within thirty (30) days. Payments shall be made payable to Environmental Landworks Company Inc.

The Client will inform the Contractor of any billing discrepancies within thirty (30) days of the invoice date or all rights to a resolution will be waived. Communication resulting from discrepancies in billing will be substantiated in writing.

If payment for services rendered is delinquent by sixty (60) days or more, the Contractor shall provide three (3) days' notice, in writing, to the Client and will suspend services until the account is made current.

Any services provided outside of the Agreement specifications shall be billed at the rates as outlined in the Agreement. A brief description including, but not limited to date, labor hours, materials, and equipment will be submitted on a separate invoice.

Pricing is based on the current market for materials and consumables. Increases in costs of materials or consumables that exceed 10% may result in surcharges applying to work.

*(Remainder of page left intentionally blank)*

## Services

**Summer Services**

**Lawn Care**

- All **common area & homeowner** turf grass areas to be mowed on a weekly basis at an approximate height of three (3) to four (4) inches during the active growing season (May through September). All turf grass areas to be mowed a minimum of one time when the turf grass is growing at a slower rate (April and October).
- Turf grass clippings will be mulched, and excessive clumps will be distributed or gathered and removed from the Premises. Catchers will be used as Contractor deems necessary. turf grass clippings will be swept or blown from hardscape, and curbs.
- The Contractor reserves the right to postpone/reallocate service until the next visit for any area deemed unsafe due to:
  - Excessive wetness due to improper drainage
  - Areas with large concentrations of pet droppings
  - Areas under construction
  - Areas in use at the time of mowing by groups of residents, children, or special groups
  - Early/late season weather

- All turf grass areas will be trimmed by mechanical means as necessary to present a well-groomed appearance.
- Hardscape (including concrete curbs) adjacent to turf grass areas are to be hard edged bi-weekly during the growing season with a steel-bladed edger.
- All **common area & homeowner** turf grass shall be policed for the removal of debris and weeds over three (3) inches in height at the time of weekly services. Removal of weeds within **homeowner turf grass** area is not included in scope, and is not the responsibility of the Contractor.
- All **common area** landscape beds shall be policed for the removal of debris and weeds over three (3) inches in height at the time of weekly services. Removal of weeds within **homeowner landscape beds** is not included in scope, and is not the responsibility of the Contractor.

**Pruning**

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Pruning of plant material within **common areas** shall be performed consistent with reasonable industry standards to provide a well-groomed appearance. Trees and Shrubs under (10) feet in height are included as a part of this Agreement.

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The Contractor shall perform aesthetic pruning of all deciduous and evergreen shrubs during the growing season. Pruning will be scheduled and performed pursuant to environmental conditions as the Contractor

deems necessary in order to provide a well-groomed appearance.

•

Nuisance growth, including suckers, from shrubs and trees will be pruned as needed during the growing season to maintain reasonable access on walkways and parking areas.

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Trees less than (10) feet will be pruned as needed to maintain sidewalk, roadway, and signage clearance.

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Structural, renewal, or corrective pruning is not included in this Agreement. Pricing available upon Client request.

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Chemical insect control by spraying, injection, or granular applications are not included in this Agreement. Price can be provided upon Client request.

•

**Pruning of plant material on homeowner lots is not included in scope, and is not the responsibility of the Contractor.**

**Spring Services**

- The Contractor shall remove leaves and litter from all landscaped areas within the Premises in the Spring. Debris will be removed from Premises.
- Ornamental grasses **within common areas** will be cut back in the spring to approximately eight (8) to (12) inches to promote new growth. Ornamental grass cut back on **homeowner lots** is not included in scope, and is not the responsibility of the Contractor.

**Fall Services**

- The Contractor shall remove leaves and litter from all landscaped areas within the Premises in the Fall. The Client understands that this service will be performed after the majority of leaves have fallen OR be completed by November 30th, as weather conditions permit. Debris will be removed from Premises.
- Additional fall cleanup can be performed on a T&M basis.
- Perennials will be cut back in the Fall.

**Winter Services**

- Policing of landscaped areas November through March is included as a part of this Agreement.
- Site inspections of the Premises December through March are included as a part of this Agreement.

## Services

**Irrigation Activation**

- Contractor shall activate the irrigation system in the spring, in accordance with any governmental restrictions and regulations when the environmental conditions allow. Irrigation repairs exceeding

the value of irrigation NTE will be presented as a proposal for Client's approval.

**Irrigation Winterization**

- Contractor shall winterize the irrigation system prior to December 1st, in accordance with any governmental restrictions and regulations.

**Irrigation Inspection**

- Contractor will perform regular irrigation system checks during the irrigation season to monitor general system operation and make reasonable adjustments to controller programming and watering schedules based on seasonal conditions, site needs, governmental restrictions, and system capabilities.
- Irrigation checks are intended to identify readily observable system issues and do not constitute a comprehensive inspection, audit, or testing of every irrigation component, zone, head, valve, or area of coverage.
- Irrigation repairs and corrective work are not included in this Agreement. Necessary repairs may be completed on a time-and-material basis at $95.00 per man-hour, plus applicable materials and equipment.
- Client authorizes Contractor to perform irrigation repairs up to $1,000.00 per occurrence without additional approval. Repairs anticipated to exceed this amount will require Client authorization prior to commencement.
- Backflow prevention device testing is not included in this Agreement but is available upon Client request at $132.00 per backflow device.

## Services

**Native Services**

- All native grass areas to be mowed at an approximate height of six (6) to seven (7) inches.
- One-time hazard removal is not included in this Agreement and may be required before native mowing services can be safely performed.
- All native grass areas will be trimmed by mechanical means as necessary to present a well-groomed appearance.
- Hardscape (including concrete curbs) adjacent to native grass areas are to be string trimmed with service. Edging around drain pans are excluded.
- Native grass area cleanup is not included in this Agreement. Pricing available upon request.

**Chemical Weed Control - Native Care**

- Broadleaf native weed control application is included in this Agreement.

## Services

**Chemical Weed Control & Fertilization - Turf Care**

- Fertilization & Post-emergent herbicide applications to **common area** turf grass areas are included in this Agreement.
- Fertilization & Post-emergent herbicide applications to **homeowner** turf grass areas are **not** included in this Agreement, and is not the responsibility of the Contractor.
- Consistent with industry standards, a buffer area will be established by chemical application around all trees and wooden fence-lines in turf during the growing season. The Client must notify the Contractor if a buffer area is to be established by other means.
- Turf grass insect, pests, and disease control by spraying, injection or granular applications are not included in this Agreement. Price can be provided upon Client request.

**Pre-Emergent - Bed Care**

- The Contractor shall provide complete chemical program for the control of weeds. The Client understands that "weed free" is not a reasonable expectation. Complete control of weeds is not guaranteed. The program shall provide preventative control where required, as well as curative chemical control. The Contractor shall be selective in the chemical controls used as to ensure against an improper application that may cause further damage to turf grass, trees, or shrubs. The Contractor shall provide for the complete safety of the user public, residents, and their properties. The Contractor shall be responsible for meeting all Colorado State and Environmental Protection Agency (EPA) licensing requirements.
- Pre-emergent application(s) to **common area** mulch/rock bed areas is included in this Agreement.
- Pre-emergent application(s) to **homeowner** mulch/rock bed areas is **not** included in this Agreement, and is not the responsibility of the Contractor.
- Non-selective herbicides will be applied as necessary to sidewalk cracks, curb lines, and mulch beds. Paved area weed control will be coordinated and approved with the Client and billed at the hourly rates as outlined in Exhibit "B" attached hereto.

## Services

**Aeration Services**

- All **common area** irrigated turf areas will be core aerated in the Spring.
- Aeration of **homeowner turf areas** is not included in scope, and is not the responsibility of the Contractor.

## XI. Frequency Schedule

| Maintenance Services | # of Frequencies |
|---|---|
| Summer Services | 26 |
| Spring Services | 1 |
| Fall Services | 2 |
| Winter Services | 18 |
| Irrigation Activation | 1 |
| Irrigation Winterization | 1 |
| Irrigation Inspection | 18 |
| Native Services | 2 |
| Chemical Weed Control - Native Care | 2 |
| Chemical Weed Control & Fertilization - Turf Care | 3 |
| Pre-Emergent - Bed Care | 1 |
| Aeration Services | 1 |

## Optional Services

Initial next to the Additional Optional Services you would like to accept and add to the Agreement.

_____ **Irrigation Backflow Testing (EA)** **$132.00**

_____ **Irrigation Backflow Wrapping (EA)** **$100.00**

## XII. PRICING

Payments will be split into equal monthly installments for the length of the term. See payment schedule in **Exhibit "A"** and initial.

**Exhibit 'A' Payment Schedule**

| Schedule | Total Price |
|---|---|
| January | $3,701.00 |
| February | $3,701.00 |
| March | $3,701.00 |
| April | $3,701.00 |
| May | $3,701.00 |
| June | $3,701.00 |
| July | $3,701.00 |
| August | $3,701.00 |
| September | $3,701.00 |
| October | $3,701.00 |
| November | $3,701.00 |
| December | $3,701.00 |
| **Contract Total:** | **$44,412.00** |

**IN WITNESS WHEREOF, THE CLIENT AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.**

**By** _____
VP of Strategic Initiatives

**Date** 10/20/2026

**Environmental Landworks Company Inc**

**By** _____

**Date** _____

**Fallbrook Villas Metropolitan District**




## SCOPE OF WORK

ENVIRONMENTAL LANDWORKS COMPANY, INC.

# 2026-2027 SNOW RATES

| | |
|---|---|
| Truck with Plow | $129.00 per man hour |
| Hand Shoveling | $75.00 per man hour |
| Ice Slicer- (minimum 1 ton) | $360.00 per ton |
| Ice Slicer Application | $95.00 per hour |
| Ice Melt (minimum 50 lbs.) | $2.20 per lb. applied |
| Sidewalk Equipment – ATV/Snowrator | $95.00 per man hour |
| Skid steer w/ Pusher | $175.00 per man hour |
| Front End Loader | $300.00 per man hour |
| Storage Unit Rental | $145.00 per month |
| Snow Stakes | $3.00 ea. installed |

***All rates will be increased 50% to compensate for holiday pay rate.***

***Billable time includes mobilization & will be rounded to the nearest hour.***

***Contractor will submit invoices for snow clearing services on a per snowfall basis.***

Contractor's pricing is based on the current market for materials and consumables. Increases in cost of materials or consumables by more than 10% may result in surcharges applying to the work. Pricing is subject to change for future years.

ENVIRONMENTAL LANDWORKS COMPANY, INC.

# SNOW MAINTENANCE -EMERGENCY EQUIPMENT

For use, if necessary, in extreme snow events of 8 plus inches of snow accumulation or requested due to large piles of snow on site when more snow is forecasted before it has time to melt

## 2026-2027

| | |
|---|---|
| **$280.00** | **Mobilization** |
| **$105.00** | **Per hour, Fueling equipment on site** |
| **$210.00** | **Per hour, Rental Skid Steer** |
| **$375.00** | **Per hour, Rental Wheel Loader** |
| **$345.00** | **Per hour, Rental/Contracted Dump Truck** |

**These are our hourly rates for the 2026-2027 snow maintenance season. There is a one (1) hour minimum charge per job site. Pricing is subject to change for future years.**

(303) 761-0444
(303) 761-4366 FAX
www.keesenlandscape.com

# *Landscape Maintenance Agreement*

October 14, 2026 Contract No. - 136874

Fallbrook Villas Metro Dist
c/o Sentinel Point
PO Box 370
Evergreen, CO 80437

This is an Agreement between Keesen Landscape Management, Inc., ("Keesen"), 3355 South Umatilla Street, Englewood, CO 80110, and Fallbrook Villas Metro Dist c/o Sentinel Point ("Client"), PO Box 370, Evergreen, CO 80437. This Agreement shall commence on January, 1 2027 and conclude on December, 31 2027.

**Scope**

Landscape and grounds maintenance as outlined in this Agreement.

**General Requirements**

Keesen shall furnish all labor, materials and equipment necessary to perform operations in accordance with the scope of work.

1. Coordination between Keesen and the Client shall be required.
2. Keesen shall be responsible for any damages to the grounds caused by its workforce while performing the requirements of these specifications herein. Labor and materials for the repair or replacement of these damages shall be provided and borne by Keesen.
3. Keesen reserves the right to an arbitration hearing with the Client on questionable damage.
4. Keesen will comply with all federal, state and local licensing requirements.
5. Due to a change in Colorado's Department of Agriculture Rules and Regulations (Rule 9.04), we are now required to have written permission from our customers to communicate VIA Electronic means about pesticide applications. Electronic communication will take the form of one or more of the following; Voice mail, Email, text or fax. By signing this contract or addendum you are agreeing to electronic communication

**Subcontractors**

Keesen is responsible for the fulfillment of this Agreement and may occasionally use qualified subcontractors to complete certain items.

**Modification or Amendment**

This Agreement constitutes the entire understanding between the Client and Keesen and no modification, amendment, renegotiations or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon by the parties and embodied in writing.

**Termination**

Keesen shall be responsible for the performance of all service items unless the Client provides notice of cancellation of a specific service prior to its completion by Keesen, or Keesen has placed the account on hold. Cancellation of a single service will not have any effect upon the status of any other remaining uncompleted services.

Either party may terminate this Agreement by notice in writing to the other party at the respective address herein stated. Notice is to be given at least thirty (30) days prior to the effective date of such termination. Non-payment as agreed to by contractual agreement may constitute immediate cancellation. In the event of termination by either party, full payment for services performed or materials provided becomes due and payable on or before the date of termination. In the event of prepayment of services or materials not performed, refund will be due and payable on termination date.

If this Agreement is terminated early by either the Client or Keesen Landscape Management, Inc, the parties agree to a simple true-up of services. Monthly contract amounts are levelized for convenience and may not match the actual value of services performed to date. Upon termination, Keesen will calculate the value of services completed through the termination date. If the value of completed services exceeds the amount previously invoiced or paid, the Client shall pay the difference. If the value is less, Keesen will refund or credit the difference. This true-up ensures fair payment based on actual services provided.

**Insurance**

During the term of this agreement, Keesen shall at all times be covered by commercially reasonable general liability, automotive and workers compensation insurance. Evidence of coverage shall be provided upon the Client's request.

**Force Majeure and Delays**

Keesen's obligations under this Agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Keesen), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of Keesen. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this Agreement.

## Primary Maintenance

Depending on the term of this agreement:

MOWING - Turf areas will be mowed weekly from May through September or as deemed necessary by Maintenance Contractor according to growth and weather conditions. Mowing will be performed every 14 days in April and October depending on growth and weather conditions. Grass clippings will be mulched and not caught or removed from turf areas unless deemed necessary by Maintenance Contractor.

TRIMMING - Turf areas will be string trimmed as needed during each mowing occurrence. Areas inaccessible to mowers will be trimmed to present a well-groomed appearance.

EDGING - Turf areas will be edged along sidewalks twice monthly from May through September and once monthly in April and October. Curbs will be edged approximately one time per month from April through October.

BLOWING - Debris from turf maintenance operations will be blown off sidewalks and curbs adjacent to landscape areas. For the safety of our crews, roads that have a speed limit in excess of 30 MPH will not have the grass removed after mowing services are completed.

SUMMER POLICING - Landscape areas will be policed for loose trash and debris during mowing services. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Excludes native areas which are policed for trash at time of mowing only. Unless otherwise specified, this scope does not include repairing or replacing existing steel edging.

WEEDING - Landscape beds (except annual floral beds and some perennial gardens which are contracted separately) will be weeded using a combination of hand-pulling and chemical applications. Weeds growing out of cracks in sidewalks, driveways and private streets/parking lots will be treated chemically.

TREE RINGS - To protect tree bark from mowing and trimming operations, trees in manicured turf areas will be chemically ringed to control grass and weeds adjacent to tree trunks.

## Spring Clean-Up

Clean-up of landscape areas will be performed one (1) time in the Spring. This may include pine needle and leaf clean-up, edging, mowing and any other activities the Maintenance Contractor deems necessary to prepare the property for the coming season.

## Fall Clean-Up

Depending on weather conditions, clean-up will typically begin in early November. There will be one leaf clean-up service completed and depending on leaf drop timing, there may be a second visit. Clean-up will typically last through December and all manicured landscape and adjacent areas will be cleaned.

## Spring Aeration

Spring core aeration will be performed on all turf areas with plugs being left to break down on their own.

## Summer Pruning

Timing of pruning may vary by plant species.

Shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

## Spring Pruning

Timing of pruning may vary by plant species.

Shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

## Ornamental Grass Cutting

Ornamental grasses will be cut one (1) time per year, typically in late winter, to approximately one quarter of the existing height. For year-round agreements, select grasses may be cut if they become damaged by snow or hinder pedestrian or vehicle traffic.

## Bed Pre-Emergent

Pre-emergent will be applied to bed areas to aid in controlling weed growth.

## Bed Fertilization

Landscape beds with shrubs will be hand broadcast fertilized with a granular fertilizer.

## Native Mowing Area 1 (maint. crew)

Mowing of targeted native areas per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

## Native Perimeter Mowing Area 1 (maint. crew)

Mowing of targeted native areas per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor.

## Native Broadleaf Weed Control - Early Spring

Native broadleaf weed control will be applied to native grass areas in agreed upon areas. This application will occur in the early spring depending on weather.

While rare, select noxious species may require separate treatment at an additional charge.

## Native Broadleaf Weed Control - Early Summer

Native broadleaf weed control will be applied to native grass areas in agreed upon areas. This application will occur in the early spring depending on weather.

While rare, select noxious species may require separate treatment at an additional charge.

## Native Broadleaf Weed Control - Late Summer

Native broadleaf weed control will be applied to native grass areas in agreed upon areas. This application will occur in the early spring depending on weather.

While rare, select noxious species may require separate treatment at an additional charge.

## Native Broadleaf Weed Control - Late Fall

Native broadleaf weed control will be applied to native grass areas in agreed upon areas. This application will occur in the early spring depending on weather.

While rare, select noxious species may require separate treatment at an additional charge.

## Irrigation Activation

The Maintenance Contractor will activate the irrigation system in the spring as weather conditions allow. The irrigation system will be checked and adjusted as necessary and controllers programmed for early season watering needs. Activation does not include labor or materials for repairs, these items will be billed at $85.00 per man-hour plus materials.

## Irrigation Winterization

Winterization of the irrigation system will be performed in the Fall, typically in October or November depending on weather. Forced air will be used to void the system of water.

Exterior backflow wrapping or draining is not included and will be performed as necessary according to weather conditions at $80.00 per device.

## Irrigation System Checks

The Maintenance Contractor will check the irrigation system operation on a regular basis to insure proper operation, adjust spray patterns and maintain controller programming to seasonal needs. Drip systems will be checked for on/off function only. All necessary irrigation repairs will be $85.00 per man-hour plus materials unless specified differently in this Agreement. After hours emergencies will be invoiced at $100.00 per hour.

## Turf Application - Spring

Dependent on the term of this agreement, manicured turf areas will have pre-emergent, broadleaf weed control and fertilizer applied on the following schedule.

APRIL-MAY - Pre-emergent, broadleaf weed control and fertilizer applications will be applied.
JUNE-JULY - Broadleaf weed control and fertilizer applications will be applied.
AUGUST-SEPTEMBER - Broadleaf weed control and fertilizer applications will be applied.

## Turf Application - Mid-Summer

Dependent on the term of this agreement, manicured turf areas will have pre-emergent, broadleaf weed control and fertilizer applied on the following schedule.

APRIL-MAY - Pre-emergent, broadleaf weed control and fertilizer applications will be applied.
JUNE-JULY - Broadleaf weed control and fertilizer applications will be applied.
AUGUST-SEPTEMBER - Broadleaf weed control and fertilizer applications will be applied.

## Turf Application - Late Summer

Dependent on the term of this agreement, manicured turf areas will have pre-emergent, broadleaf weed control and fertilizer applied on the following schedule.

APRIL-MAY - Pre-emergent, broadleaf weed control and fertilizer applications will be applied.
JUNE-JULY - Broadleaf weed control and fertilizer applications will be applied.
AUGUST-SEPTEMBER - Broadleaf weed control and fertilizer applications will be applied.

## Winter Policing

Landscape areas will be policed for loose trash and debris weekly or as weather permits. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be maintained in their proper areas.

## 2027 CONTRACT SUMMARY

| INCLUDED SERVICES | TOTAL COST |
|---|---|
| Primary Maintenance | $20,683.78 |
| Spring Clean-Up | $947.29 |
| Fall Clean-Up | $2,368.24 |
| Spring Aeration | $427.07 |
| Summer Pruning | $3,157.65 |
| Spring Pruning | $2,368.24 |
| Ornamental Grass Cutting | $1,005.88 |
| Bed Pre-Emergent | $1,543.62 |
| Bed Fertilization | $1,349.24 |
| Native Mowing Area 1 (maint. crew) | $524.58 |
| Native Perimeter Mowing Area 1 (maint. crew) | $507.36 |
| Native Broadleaf Weed Control - Early Spring | $948.53 |
| Native Broadleaf Weed Control - Early Summer | $948.53 |
| Native Broadleaf Weed Control - Late Summer | $948.53 |
| Native Broadleaf Weed Control - Late Fall | $575.00 |
| Irrigation Activation | $365.88 |
| Irrigation Winterization | $490.56 |
| Irrigation System Checks | $2,561.16 |
| Turf Application - Spring | $614.40 |
| Turf Application - Mid-Summer | $614.40 |
| Turf Application - Late Summer | $614.40 |
| Winter Policing | $1,257.35 |
| **TOTAL** | **$44,821.69** |
| **GRAND TOTAL** | **$44,821.69** |

## BILLING SCHEDULE

| SCHEDULE | SERVICE COST | TOTAL COST |
|---|---|---|
| January | $3,735.14 | $3,735.14 |
| February | $3,735.14 | $3,735.14 |
| March | $3,735.14 | $3,735.14 |
| April | $3,735.14 | $3,735.14 |
| May | $3,735.14 | $3,735.14 |
| June | $3,735.14 | $3,735.14 |
| July | $3,735.14 | $3,735.14 |
| August | $3,735.14 | $3,735.14 |
| September | $3,735.14 | $3,735.14 |
| October | $3,735.14 | $3,735.14 |
| November | $3,735.15 | $3,735.15 |
| December | $3,735.14 | $3,735.14 |
| **TOTAL** | **$44,821.69** | **$44,821.69** |

The term of this Agreement commences on 1/1/2027 and will be in effect until 12/31/2027 and is subject to the termination clause as noted.

In consideration for performance of the services outlined in this Agreement for Fallbrook Villas Metro Dist c/o Sentinel Point, PO Box 370, Evergreen, CO 80437. Client agrees to submit timely payments according to the above billing schedule. Payments are to be made on or before the first day of each month. Time and material charges are billed separately as incurred for payment.

The account is considered past-due 30 days after the billing date. All balances 30 days or more past due are subject to a service charge of two percent (2%) per month (twenty-four percent <24%> per year). If reasonable attempt to negotiate fail, Client hereby agrees to pay all reasonable attorneys' fees, court costs, and any other expenses of collection incurred by Keesen.

We, the undersigned, agree to the terms and conditions as set forth by this Agreement between Fallbrook Villas Metro Dist and Keesen Landscape Management, Inc.

**By** _____
Nicholas Meyers

**Date** 10/14/2026

**Keesen Landscape Management, Inc.**

**By** _____

**Print** _____

**Date** _____

Authorized Representative for

**Fallbrook Villas Metro Dist**

# Snow & Ice Management Agreement

Property Address:

East 141st Avenue &
Colorado Boulevard
Thornton, CO 80602

Billing Address:

PO Box 370
Evergreen, CO 80437

Property/Client Name and Contact Information:

| |
|---|
| Sentinel Point |
| Nicki Simonson |
| nicki@sentinelpointco.com |
| 720.420.6220 |

Fallbrook Villas Metro Dist, ("**Client**"), hereby engages Keesen Landscape Management Inc. , ("**Company**"), to provide certain snow and ice management services ("**Services**") in accordance with this Snow & Ice Management Agreement (this "**Agreement**"). Client and Company hereby agree to the terms and conditions of this Agreement, including the General Terms and Conditions attached hereto (the "**General Terms**"), and the Snow & Ice Services and Pricing Addendum attached hereto and any attachments thereto (the "**Addendum**"), which are part of this Agreement and incorporated herein by this reference.

***Contract Effective Date: October 1st (or upon execution of Agreement) Through May 31st***

**SNOW & ICE SERVICES AND PRICING ON PAGE 5**

**Term.** The term of this Agreement will be effective upon signing by both parties and will continue for the number of Winter Seasons specified by a "Yes" or "No" on page 5, or until terminated by either party upon thirty (30) days prior written notice to the other party (regardless of any specified term), or until terminated by mutual written agreement of Client and Company.

**Service Areas.** Services will be performed by Company for Client during the term of this Agreement at the driving, parking and walking areas (collectively, "**Service Areas**") during each snow or ice event ("**Event**"), subject to all of the terms and conditions of this Agreement.

**Service Area Diagrams / Maps:** Client is responsible for providing to Company reasonably detailed diagrams or maps of the Service Areas, clearly indicating the boundaries of the Service Areas, any obstructions in areas to be plowed, and any specific location requirements regarding where to pile or remove snow. If requested by Company, Client will have a representative meet with a Company representative at the Service Areas to inspect and verify Service Areas and related conditions and issues.

**Scope:** The company will commence services at Fallbrook Villas Metro Dist only after the "Trigger" depths listed on page 5 are reached. Any services required before "Trigger" depths are met will need to be requested by the Client in writing. Please also indicate any special requests or property specifics under the "Special Instructions" section on page 5.

**Plowing:** Services during the term of this Agreement will include the following, subject to the specifics as described on page 5. The Company will plow drive lanes and parking lots in the Service Areas; this does not include unpaved surface areas. Plowing is accomplished by mechanically pushing snow to side boundaries and/or with windrowing snow into landscaped areas. The Company, at its sole discretion, will supply the most efficient type of equipment for the property. This Agreement does not provide for physical removal or hauling of snow from site. These services can be completed upon written request by Client.

Parking stalls will be plowed only when the parking stalls are vacant, accessible, and site conditions allow for safe and efficient operation. Company reserves the right to forgo back dragging when access is restricted or conditions prevent safe or practical performance of the work. Such conditions include, but are not limited to, parked vehicles or trailers, curbs, wheel stops, bollards, parking blocks, landscape islands, trees, light poles, shopping carts, dumpsters, temporary obstacles, snow storage piles, pedestrian traffic, icy or hazardous conditions, equipment limitations, or restricted maneuvering space. The Company shall determine, in its sole discretion, whether site conditions permit safe and efficient completion of parking stall plowing operations.

**Shoveling:** Services during the term of this Agreement will include the following, subject to the specifics as described on page 5. The Company will clear sidewalks; this does not include unpaved surface area. Clearing is accomplished by pushing snow to side boundaries. The Company, at its sole discretion, will supply the most efficient type of equipment. This Agreement does not provide for physical removal or hauling of snow from site, these services can be completed upon written request by Client. Snow removal will not be performed in parking areas between vehicles.

**De-icing:** Services during the term of this Agreement will include the following, subject to the specifics as described on page 5. Unless otherwise noted by the Client in the "Special Instructions" section on page 5, de-icing products will be applied to Service Areas as conditions dictate and the Company's sole discretion. It is important to note that de-icing products may be corrosive and potentially damaging to pets, plants and turf. Colored concreted and pavers may particularly be susceptible to staining. It is the Client's responsibility to notify the Company of any concrete that is less than one year old or any other areas of concern where de-icing products should not be applied. The Company is not responsible for damage caused by de-icing products.

**Event:** Each Event will be deemed to start when accumulations of snow falling from the sky at the Service Areas reaches the specified "Trigger" depth as defined by customer on page 5. An event shall be deemed to have ended when measurable snowfall has ceased. Once initial services are complete, the Company will monitor the Service Areas and provide any additional services deemed necessary for 24 hours after initial accumulation has ended. Any services prior to the "Trigger" depth being met, or after the 24-hour Event timeframe has ended, will require a written request by the Client.

**Snowfall Measurement:** Snowfall accumulations shall be measured and documented by the Company at a designated representative location on the property. Multiple snowfall events occurring before snow removal services are performed may be combined to determine whether the contractual trigger depth has been met or exceeded. The Company shall determine, in its sole discretion, when the trigger depth has been met based on field measurements and available weather data. The Company's measurements and service records shall govern in the event of any dispute regarding snowfall accumulation or trigger depth.

**Blizzard and Heavy Snow Conditions:** Blizzard conditions or heavy snowfall in excess of 10" require an adjusted initial service plan. When these conditions are present, as much snow as possible will be cleared from sidewalks, parking lots, drive lanes, and driveways during the initial visit to keep areas "open". Internal sidewalks will be cleared to one shovel width to allow access and perimeter walks (greenbelts, walkways, and sidewalks along City streets) will be cleared post event and after City/County/State snowplows have completed their street removal. Perimeter walks may require specialty equipment due to the depth and severity of plowed up snow on perimeter walks from the city plows. A secondary visit will be done to complete any additional services that were not completed during the initial clearing.

**Pricing and Payment.** Pricing of amounts payable by Client to Company for the Services is set forth on page 6. Company's invoices will be due and payable by Client upon issuance by Company. A 3% surcharge will be added for all invoices paid by credit card. Invoices not paid in full within 30 days of issuance will accrue interest, compounded monthly, beginning on the 31st day following issuance at the rate of 1.5% per month (or if lower, the highest rate permitted by law), plus an additional $25 late fee.

## GENERAL TERMS AND CONDITIONS

**Authority:** Based upon weather forecasts, existing conditions at the time and the Client's property profile as included on page 5 of this Agreement, or otherwise prepared by Company based on information provided by Client, further subject to the scope of Services and related specifications on page 5 and according to instructions provided by Client or Client's representative as provided below, and subject to any express limitations and requirements in this Agreement, Company may exercise its reasonable discretion in the applicable manner, timing, type of equipment, materials and labor for performance of any Services.

**Client Instructions:** If Client or Client's representative instructs Company not to perform any specific Service(s) at any time, Company will not have any liability for any resulting consequences of complying with said instructions. All such instructions must be made in writing and must be received and acknowledged by Company, a minimum of four (4) hours ahead of each event in order for Company to make adjustments to Services. Any change in level or scope of Services as specified on page 5 must be requested by Client in writing and agreed to by Company in writing. Any such changes will be implemented and prioritized by Company after all of Company's other previously contracted services with its clients have been completed.

**Damage / Incidents:** Any property damage caused by Company must be reported to Company in writing within fifteen (15) days after applicable Services are performed (or within such longer period as such damage remains obstructed from view by snow accumulations or pilings). Company will have no responsibility for any such damage if not reported to Company in writing within such timeframe. Surface contact and scraping by plow and shovel blades is required in the process of snow and ice removal and normal wear and tear of surfaces occurs in the process. It is normal to expect landscape and/or vegetation damage when salt and/or de-icing materials are applied to melt snow/ice on Service Areas. Any damage by Company for which it is responsible will be limited to the repair or replacement of the damaged property by Company. Company is not responsible for:

- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or parking lot that are scratched, gouged, or otherwise broken, displaced, or “worn” as a result of normal wear and tear from plowing or clearing;
- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or borders that are damaged due to corrosion from salt or de-icing materials or which are already in disrepair, well-worn, crumbling, or otherwise not in adequate condition to withstand the impact of removing and melting snow and ice;
- Damage to landscaping caused by salt or de-icer run off or by the piling of snow;
- Damage done to speedbumps (removable speedbumps are recommended to be removed prior to winter); or
- Damage done to concealed items, whether concealed by snow or other factors.

If Client becomes aware of a snow related incident or accident, it is the duty of the Client to immediately notify the Company.

**Indemnification:** To the fullest extent permitted by law, Client agrees to indemnify, defend and hold harmless Company, its owners and employees, its subcontractors and their employees, and agents of any such parties, from and against any and all liabilities that may arise directly or indirectly in connection with performance of Services under this Agreement, including, without limitation, any liabilities (tort or otherwise), losses, damages or claims due to property damage or personal injury resulting from occurrences caused by thawing and refreezing of snow or ice in Service Areas after plowing or clearing of such Service Areas and any loss, liability, damage or claims that are the result of any actions, inactions, instructions or requests by Client or any limits on the scope of Services contracted for under this Agreement; provided, however, that the foregoing will not apply to any loss, liability, damage or claims resulting from the negligent (or other tortious) acts or omissions of Company or Company's agents or employees.

**Insurance:** A certificate of insurance for insurance coverage maintained by Company will be provided to Client upon Client’s written request.

**Limitations:**

- Client understands and agrees that it is impracticable for Company to achieve total clearing and elimination of snow and ice from all Service Areas and that the Services may not clear Service Areas to bare concrete or other surface, or otherwise to “bare pavement”, and that slippery conditions may continue to prevail even after Services are performed, and Company will have no liability for such conditions. Company is not responsible for snow or ice in areas that are blocked by parked vehicles, otherwise obstructed or not reasonably accessible for the Services.
- Weather and Service Area conditions may change rapidly and without adequate warning and Company will not have any liability or responsibility for such changes. Company is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions that may arise by reason of any Event or accumulation or related thawing and refreezing at previously plowed/cleared or treated Service Areas. Upon reasonable written notice from Client of any such condition, Company will use its reasonable efforts to provide applicable Services for such condition. Company will not be responsible for Services to potentially dangerous or unsafe conditions for which it has not been given such reasonable written notice or for which it has not had reasonable time to respond.
- Company will not be responsible for any damage, injury, or accident that is the result of or to damaged or worn Service Areas or protrusions in them, and Company will not be responsible for any consequences arising from poor drainage, the lack of storage space for snow, or the failure or refusal of Client to permit or provide for removal or relocation of snow from the Service Areas as part of the Services. Company is not responsible for melting and refreezing of snow and ice.
- Company will not be responsible for any damages, expenses or injuries that are the result of limitations on or refusal of Services by Client or its duly appointed agent or representative, failure of Client to comply with this Agreement, or caused by the negligence or misconduct of Client, pedestrians, motorists or other third parties. Company will not be responsible for any consequential, incidental or indirect damages.
- Company will only be responsible for Services as specified in this Agreement until the applicable Event ends as defined above and it will be the responsibility of Client to notify Company in writing and obtain Company's agreement in writing for any additional Services to any Service Areas.
- Company is not responsible for any damages, delays or consequences that are directly or indirectly caused by Acts of God, unusual weather conditions, poor site drainage conditions, vandalism, or other events, circumstances or conditions beyond the commercially reasonable control of Company.
- Company makes no representations or warranties except as expressly provided in this Agreement.

**Non-Payment:** In addition to all other rights and remedies of Company, Client will pay to Company all legal fees and expenses incurred by Company to collect any amounts due from Client. Company may suspend and need not perform any Services if Client fails to pay Company as specified in this Agreement. If any invoice reaches 45 days past due, Company has the right to terminate this Agreement upon ten (10) days' written notice to Client. Upon termination of this Agreement, all open invoices and completed work not yet invoiced, will be due upon receipt of invoice.

**Miscellaneous:**

- Except to the extent otherwise expressly provided for in this Agreement, any notice, instruction, request, consent or required communication under this Agreement will be deemed given only if it is in writing and (a) personally delivered, (b) delivered by a reputable courier / overnight delivery service, with delivery confirmed, or (c) sent by email or text, provided that the intended recipient of such email or text promptly receives and responds by email or text to such email or text.
- This Agreement contains the entire agreement between the parties and supersedes all previous agreements and all verbal representations and commitments, and no course of performance, purchase orders or agreements purporting to amend, supplement or explain this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
- This Agreement is solely for the benefit of the parties hereto and will not be deemed to confer upon or give to any other third party any remedy, claim right, reimbursement right, cause of action or other right. Client may assign its rights under this Agreement only to any successor-in-interest with respect to the Service Areas, which assignment will also require Company's consent. Company may assign its rights under this Agreement to any affiliate or any successor-in-interest to any assets or business of Company, and Company may subcontract any of its obligations under this Agreement.
- This Agreement is deemed made at Company's principal place of business and governed by the laws of the state in which the Service Areas are located. In the event any dispute, controversy or claim arises between the parties with respect to this Agreement (referred to herein as a "dispute"), the parties agree to review, discuss and negotiate in good faith (and with involvement of the most senior officer/representative of each party or their designee if necessary) to resolve it within 30 days after first notice of the dispute. If the parties fail to resolve the dispute within 30 days, the parties will submit it to non-binding mediation to commence within 30 days. If the parties are unable to mutually agree on a mediator, each of the parties will promptly designate a mediator and those mediators will jointly select a mediator who will be the sole mediator. Any mediation proceedings will take place at the Company’s principal place of business, or such other location as may be mutually agreed to by the parties, and the mediator’s fees, expenses and incidental costs will be shared equally between the parties. If the parties fail to resolve a dispute within 30 days following the commencement of mediation proceedings, each party may pursue any rights or remedies available at law or in equity, provided that any litigation must be brought only in the federal or state judicial district in which Company’s principal place of business is located.
- No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement will impair any such right, power or remedy, nor will it be construed as a waiver of any future exercise of any right, power or remedy.
- If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision and the invalid provision will be deemed reformed and enforceable to the fullest extent permitted by applicable law.
- This Agreement may be executed and delivered in counterparts, including by email, facsimile, pdf, or other electronic means.

## Trigger Depth:

| Clients Initials | Depth | Service |
|---|---|---|
| _ | _____ inches | Clearing of Sidewalks |
| | _____ inches | Plowing of Parking Lots, Drive Lanes, and Streets |

Choose one of these 3

_____ Service Initiated at Trigger Depth

_____ Service initiated After Storm Conclusion

_____ Service Requires Client Authorization

**Terms of Agreement: Specify Contracted Snow Seasons by Answering Y or N**

## RATES:

| | ___2026-2027 Season | ___2027-2028 Season | ___2028-2029 Season |
|---|---|---|---|
| **Hourly & Unit** | | | |
| Plow Truck | $135.00.hr | $142.00.hr | $142.00.hr |
| Skid Steer | $165.00/hr. | $175.00/hr. | $175.00/hr. |
| Front End Loader | $275.00/hr. | $290.00/hr. | $290.00/hr. |
| SnowRator or UTV | $130.00/hr. | $140.00/hr. | $140.00/hr. |
| ATV or Sidewalk Blade | $130.00/hr. | $140.00/hr. | $140.00/hr. |
| Snow Blower | $95.00/hr. | $100.00/hr. | $100.00/hr. |
| Hand Shoveling | $75.00/hr. | $80.00/hr. | $80.00/hr. |
| Ice Melt | $1.10 lbs. | $1.20 lbs. | $1.20 lbs. |
| Ice Melt Application | $75.00/hr. | $80.00/hr. | $80.00/hr. |
| Liquid Magnesium Chloride | $3.25 gal | $3.50 gal | $3.50 gal |
| Liquid Mag. Chloride Application | $135.00/hr. | $142.00/hr. | $142.00/hr. |
| Ice Slicer | $310.00 Ton | $330.00 Ton | $330.00 Ton |
| Ice Slicer Application | $135.00/hr. | $142.00/hr. | $142.00/hr. |
| Snow Stake Labor | $60.00/hr. | $65.00/hr. | $65.00/hr. |
| Snow Stakes | $4.50/ea. | $5.00/ea. | $5.00/ea. |

All Services are billed on a Time and Material basis, including port to port travel time to the property.

**SPECIAL INSTRUCTIONS (If you do not have any special instructions, please write N/A):**

**PAYMENT:** Company's invoices will be due and payable by Client upon issuance by Company. Payments may be made by ACH or mail payments to:

Keesen Landscape Management, Inc. P.O. Box 200297, Dallas, TX 75320-0297

Snow Management Agreement valid for 30 days unless approved by Keesen Landscape Management, Inc.

**EACH PERSON SIGNING THIS AGREEMENT ON BEHALF OF A PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH PARTY.**

Client has read, agrees to, and is bound by this Agreement, including the General Terms and the Addendum

| **Client:** | **Company:** |
|---|---|
| **Fallbrook Villas Metro Dist** | **Keesen Landscape Management Inc.** |
| By: | By: |
| Name: | Name: |
| Title: Date: | Title: Date: |

# 2027 - 12 Month Landscape Maintenance Contract

**Date** 10/9/2026

**Customer** Nicki Simonson | Sentinel Point Management and Accounting Co. | PO box 370 | Evergreen, CO 80437

**Property** Fallbrook Villas Metro District | 14107 Jackson Street | Thornton, CO 80602

**I would like to thank you for considering Landtech to meet your specific needs. For over thirty-eight years we have been dedicated to serving clients just like you by creating and maintaining the most beautiful landscapes in Denver, Colorado Springs, Loveland and surrounding areas. Our modern fleet of equipment and best personnel in the industry keep us highly recommended by our clients, and enable us to serve your specific needs and fulfill all your landscaping desires. Our full range services include: Custom Enhancements, Innovative Construction, Skillful Maintenance, and Punctual Snow Removal.**

## Fixed Payment Services

| Description | Frequency |
|---|---|
| **12 Month Landscape Maintenance Standard Package** | |
| Weekly Service | 26 |
| Winter Service | 20 |
| Bed Pre Emergent | 1 |
| Turf/Broadleaf/PreEm | 1 |
| Turf/Broadleaf | 2 |
| Aeration | 1 |
| Irrigation Activation | 1 |
| Irrigation Check | 20 |
| Irrigation Winterization | 1 |
| Spring Clean up | 1 |
| Fall Clean up | 1 |
| Pruning | 2 |
| Native Mow First mowing at the beginning of the season (April) Second mowing at the end of the season. (October) | 2 |
| Native Mow Beauty Bands Once a month service ( April thru October) | 7 |
| Native Weed Application | 2 |
| Pet Waste Station Service | 52 |

**Annual Maintenance Price** **$53,556.00**

## Optional Services

| Initial next to optional services you would like added to your contract. | Frequency | Cost per Occ. | Annual Cost |
|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| _____ | Additional Fall Clean Up | 1 | $3,985.00 | $3,985.00 |
| _____ | Additional Aeration | 1 | $525.00 | $525.00 |

# Payment Schedule

| Schedule | Price |
|---|---|
| April | $4,463.00 |
| May | $4,463.00 |
| June | $4,463.00 |
| July | $4,463.00 |
| August | $4,463.00 |
| September | $4,463.00 |
| October | $4,463.00 |
| November | $4,463.00 |
| December | $4,463.00 |
| January | $4,463.00 |
| February | $4,463.00 |
| March | $4,463.00 |
| | **$53,556.00** |

**By** _____

**Jay Konigsbauer**

**Date** 10/9/2026

**Landtech Contractors**

**By** _____

**Date** _____

**Fallbrook Villas Metro District**

# Services

### Weekly Service

#### Mowing

1. All turf areas shall be mowed at the specified frequencies noted on the attached proposal. The Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
2. Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. Excessive clippings will be removed from turf.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
    a. Areas in use at the time of mowing by large groups of residents, children, etc.
    b. Areas excessively wet due to rain or improper drainage not caused by the contractor.
    c. Areas with large concentration of pet droppings.
    d. Areas under construction.

#### Trimming

1. All turf areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
3. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, patios, etc.

#### Edging

1. Edging of walks, swimming pool decks, etc. will be done at the frequency specified in the attached proposal, through the use of a steel blade edger.
2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
3. Concrete drainage pans/spillways will not be edged, unless otherwise specified in this contract.
4. Excessive debris resulting from edging shall be collected and removed.

#### Police Area

1. All landscape areas will be policed for loose trash in conjunction with mowing operations. Annual contracts will be policed for loose trash at the frequencies specified in the attached proposal.
2. Policing does not include the clean-up of drives and parking lots unless specified in this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra **s**ervice to this contract.
3. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified.

#### Bed Care

1. Rock bed areas will be inspected at the frequencies specified in the attached proposal for mulch depth and conditions. If additional materials are required, the Contracting Company will be notified and provided with an estimate to perform the work.

2. Rock bed areas will be kept substantially free of weeds by means of chemical control, or hand weeding at the frequencies specified in the attached proposal. Every effort will be made to control grasses and bindweed growing directly in shrubs and ground cover; however, control of these items is not always guaranteed.
3. Flower planting and flowerbed care is not included as part of this contract unless specified in the attached proposal.

**Tree and Shrub Care**

1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis: however Contractor may recommend from time to time to treat potential problems on a preventive basis. **Note:** Contractor reserves the right to hire a subcontractor to perform this service. Subcontractor shall be a licensed commercial applicator.
2. In order to prevent damage by mowers and trimmers to trees and shrubs planted in turf areas, the Contractor if included in the attached proposal will provide a grass-free area around all trees and shrubs. Contractor assumes no liability for damage to trees and shrubs not properly protected.

**Winter Service**

1. All landscape areas will be policed at the frequencies specified in the attached proposal for loose trash and debris in bed, and turf areas only.
2. The Contractor will visit the site at the frequencies specified in the attached proposal to inspect all landscape and plant material. Any problems will be brought to the attention of the Contracting Company.
3. Contractor will be available to the Contracting Company to aid and assist in the preparation and formulation of: plans, schedules, budgets, projections, etc., for the coming season.
4. Emergency after hour rates are billed at overtime rates and at a two hour minimum.

**Bed Pre Emergent**

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.

**Turf/Broadleaf/PreEm**

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained. **Note:** Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.

**Turf/Broadleaf**

**Turf Weed Control**

1. All turf areas will be treated for the control of broadleaf weeds at the frequency specified in the attached proposal.
2. The Contractor will be responsible for weed control between the months of May 1st thru October 31st as needed. The Contractor is not responsible for excessive rains, which may wash treatment material away. The cost of all additional treatment is the responsibility of the Contracting Company. From May 1st thru October 31st broadleaf weed control in turf is handled on a curative basis, rather than a preventive basis.

**Turf Fertilization**

1. All turf areas will be fertilized at the frequency specified in the attached proposal. A quality, balanced fertilizer will be provided by Contractor.
2. Care will be taken to clean fertilizer off all sidewalks, patios, pool decks, etc., to minimize the possibility of iron stains, however, even with the utmost care some staining may still occur. **Note:** Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator

**Aeration**

1. Aerations will be performed with a core aerator at the frequency specified in the attached proposal.

**Irrigation Activation**

1. Contractor shall activate the irrigation system once (1) in the spring if included in attached proposal. Activation usually occurs in April, depending on weather conditions. Contractor is not responsible for any freeze damage, which may occur after sprinkler activation.
2. Contracting company agrees to all repairs required for activation of the system up to a preapproved amount of one thousand dollars ($1000). If the repair is more than one thousand dollars ($1000) a proposal will be sent to contracting company prior to commencement of repair. All repairs required for activation are not part of this contract and will be billed on a time and material basis.
3. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. These repairs will be billed on a time and material basis. Contracting Company will be informed of repair work being performed.

**Irrigation Check**

1. After system is activated and operating, Contractor will be responsible for checking the system at the frequencies specified in the attached proposal to insure proper operation during contract period.
2. In the event malfunctions are found during the regular check of the irrigation system, repairs will be made and billed on a time and material basis at $115.00/HR plus materials. Contracting company agrees to a preapproval amount of seven hundred fifty dollars ($750) in repairs for each regular check, if the repairs total more than seven hundred fifty dollars ($750) a proposal will be sent to contracting company prior to commencement of the repair.
3. Contractor shall keep the need for water conservation in mind. During extended cold or rainy periods, irrigation controller may be turned off. However, occasional rainstorms will not constitute adequate reason for turning off controllers. Special requests are billed on a time and material basis.

**Irrigation Winterization**

1. Contractor shall winterize the irrigation system once (1) in the fall if included in attached proposal. Winterization usually occurs between October 1st and December 1st. Contractor is not responsible for any freeze damage, which may occur before and after sprinkler winterization operations.
2. Proper winterization will include the use of a compressor, unless otherwise specified.

**Spring Clean up**

1. At the frequency specified in the attached proposal, Contractor will perform spring cleanup including gathering and removing trash, leafs, and debris in turf and bed areas. Parking lots are excluded.

**Fall Clean up**

1. At the frequency specified in the attached proposal, Contractor shall be responsible for gathering and removing leaves from the site in the fall. Contracting Company will direct Contractor as to when each service frequency is to be performed. Additional frequencies will be an extra service to this contract.

**Pruning**

1. The Contractor shall be responsible for pruning of all trees and shrubs on the property at the frequencies indicated in the attached proposal. All plant material over 15 feet in height is excluded.
2. Plants shall be pruned in accordance with regularly accepted industry standards for pruning. Pruning is done to promote healthy growth; to prevent weak or abnormal limb structure; to control unwanted leggy growth and to maintain the natural growth habit of the plants. Proper pruning practices do not include shaping of plants such as: boxed, squared, balls, etc. Shrubs will be pruned in such a manner as to maintain natural shape.

**Native Mow**

1. Native area shall be mowed at the durations specified in the attached proposal. The Contractor will determine mowing height. Frequency of mowing may vary due to seasonal weather conditions and growth rate of native.
2. Native clippings will be left in place after mowing and will not be removed.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons: Areas in use at the time of mowing by large groups of residents, children, etc, areas excessively wet due to rain or improper drainage not caused by the contractor, or areas under construction or contain excessive debris.
4. The clean-up of debris due to vandalism, dumping, acts of God, etc., will be an extra service to this contract.

**Native Mow Beauty Bands**

**Native Weed Application**

1. Weed control in native area will be managed by mowing operations. If Contracting Company desires to have weeds managed with chemical applications the Contractor will supply an estimate for these additional services.

### Pet Waste Station Service

#### Pet Waste Stations

1. Service of the pet stations at quantity specified in the contract.

# Optional Services

### Additional Fall Clean Up

This additional service will be invoiced separately at time service is completed.

### Additional Aeration

1. This additional service will be invoiced separately at time service is completed.

# Terms & Conditions

## General Scope of Work

1. **Scope of Work:** Contractor will furnish all labor, tools, specialized equipment, supervision and transportation required to maintain the landscape in an attractive condition throughout the year for the maintenance period specified in contract.
2. **Definitions:** The term “Contractor” where used in this agreement shall mean Landtech Contractors, LLC. The term “Contracting Company” where used in this agreement shall mean Owner or Management Company.
3. **Insurance:** Contractor will carry complete and adequate worker’s compensation, automobile, and general liability insurance in the amount of not less than $1,000,000.00 (One Million Dollars). Contractor shall supply Contracting Company with a certificate of insurance of such coverage prior to commencement date.
4. **Damages:** Contractor will be responsible for any damages to the property caused by this contract. The cost of all repairs will be borne by the Contractor.
5. **Acts of God:** The Contractor assumes no responsibility for and shall not be held liable by the Contracting Company for damages due to conditions beyond the contractor’s control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; and previous contractor’s neglect or improper practices.
6. **Pre-Existing Conditions:** The Contractor is not responsible for any pre-existing site conditions nor any continual wear and tear, or acts of third parties.
7. **Communication System:** The Contractor is expected to be available via telephone, and respond as necessary to emergencies that may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means is most practical to remedy a particular situation. Contractor is entitled to compensation for such emergencies at rates provided at the time of the emergency.
8. **Personnel:** Contractor’s employees shall conduct themselves in a workmanlike manner at all times. Contractor is expected to provide adequate supervision at all times.
9. **Licenses and Permits:** Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor’s business. Such licenses and permits shall include, but not be limited to: business, and commercial pesticides applicator. However, special permits (such as special watering permits) will be obtained at the expense of the Contracting Company.
10. **Weather permitting:** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.

## Terms and Conditions

1. **Term.** The term and start date of this agreement shall be agreed upon on page 2.
2. **Assignment.** Neither party may assign this contract without the written consent of the other party.
3. **Scheduling.** All work scheduling shall be at the discretion of Contractor as to time, day, month, etc. Contracted items will be given priority over time and material or extra work, in order to remain on established schedules.
4. **Delay.** The Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God; acts of Contracting Company; weather conditions; acts of public; or any other unforeseen items beyond the reasonable control of the Contractor.
5. **Modifications.** The payment schedule, services, terms and conditions, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
6. **Pricing and Payment.** The total amount of the base contract and base monthly charges shall be

agreed upon on page 2. All accounts will be billed on the 1st day of each month, with terms of net 10 days for account to be paid in full. Early termination of the contract will result in an audit of actual services performed and billed accordingly. Extra services, if authorized, and emergency services shall be billed at the rates provided by Contractor plus materials.

7. **Termination Without Cause.** Either party may terminate this agreement without cause by sending written notice to the other party at the respective addresses herein stated. Written notice is to be given at least 30 days prior to effective date of termination. Full payment for the actual services performed and materials provided at time of termination becomes due and payable on, or before, date of termination. In the event of pre-payment of services not performed and/or materials not provided, credit refund will be due and payable on, or before, date of termination.
8. **Termination for Cause.** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Company's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Company's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties as specified herein". Contracting Company may terminate this agreement for cause: (a) for proof of lack of satisfactory performance; or (b) for obvious gross negligence or neglect by the Contractor.
9. **Early Termination.** If customer terminates 12 month contract before end of 12 month period, payment is due for services rendered.
10. **Notices.** All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed to contractor: Landtech Contractors, LLC. Maintenance Division, 525 N. Laredo St. Aurora, CO 80011
11. **Acceptance of Proposal.** The above prices, specifications, and conditions are satisfactory and are hereby accepted. LANDTECH CONTRACTORS, LLC. is authorized to do the work as specified. Payment is outlined above in Section 6. OWNER agrees that accounts 30 days past due will be charged 1.5% per month (18% per year). Should this account be referred to an agency, attorney or court for collection, OWNER agrees to pay reasonable attorney's fees, court costs and any other expenses of collection by LANDTECH CONTRACTORS, LLC.
12. **Attorneys Fees.** In the event either party to this agreement commences an action to enforce the terms of this agreement, then the prevailing party shall be entitled to recover its attorney's fees and costs.

# SNOW REMOVAL CONTRACT

For 2026 - 2027

This Snow Removal Contract ("Contract") is entered into on the _____ day of _____ by **Fallbrook Villas Metro District** and Landtech Contractors, LLC ("Contractor").

**Contract Term:**

Contract commencement date: Oct 1, 2026

Contract termination date: May 31, 2027

**Customer Information: To be filled out by Client**

Customer property name: _____
Customer property address: _____
Customer on-site rep name: _____
On-site rep phone #: _____
Customer Management Company: _____
Customer manager name: _____
Customer billing address: _____
Customer office phone #: _____
Customer billing e-mail address: _____

**Contractor Information:**

Contractor's office address: 525 Laredo St., Aurora, CO 80011
Contractor's office phone #: 303 344 4465
Contractor's billing e-mail address: Billing@Landtechcontractors.com

**1. Scope of Services**: Contractor will perform the services described in the Snow Removal Requirements ("SRR") Article B, which is attached hereto and incorporated herein by this reference. The SRR must be completed by Customer prior to the start of the snow season and must clearly define the snow removal services that Customer wants Contractor to provide under this Contract and the specific areas of the Customer's Property (identified above). Services will not include ice removal, or the physical removal of snow from the Property. This service is only available with 24 hours notice to Contractor and will be billed on a time and materials basis pursuant to the pricing schedule in Article A of this Contract. Cleaning up of salt, slicer, or other snow melt products used by Contractor is not specifically included under this Contract but is available from Contractor at an additional cost to Customer.

**2. Performance**: All labor, equipment, and materials will be furnished by Contractor. Contractor may use subcontractors in the provision of service under this Contract. Snow plowing will be accomplished by mechanically pushing snow to boundaries designated by Customer in the SRR and will begin once snow levels reach **Trace, 1" or 2" ONLY** Snow removal on sidewalks will be performed by hand shoveling, unless areas are accessible by snow blower, ATV, UTV, or SnowRator (when available) and will begin once snow levels reach **Trace, 1" or 2" ONLY** Unless Customer instructs Contractor otherwise, Customer agrees that Contractor has discretion to determine if snow removal is necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Customer understands that snow accumulations may vary from one part of town to the next, and that weather conditions in one part of town may not be indicative of accumulations at the Customer's Property. Customer also understands that drifting snow may necessitate plowing of Customer's Property, regardless of the average accumulation at that Property.

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products at Customers written request.

Customer is responsible for having all vehicles removed from parking lots, drives, access roads, and designated stockpile areas, so Contractor can properly and efficiently operate snowplowing equipment. If vehicles are not removed at the time of plowing operation, Contractor will be obligated to plow only those areas available and open for safe use and operation of snowplow equipment. Clearing between parked cars is not included in this contract. If the designated stockpile areas are not accessible, Contractor will stockpile snow in an area chosen at Contractor's discretion to provide the least interference with use of the Property.

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor in writing when snow services are not required.

When a large accumulation of snow is predicted, such as an "upslope", blizzard conditions, snow in excess of 12", ice in all its forms, declared states of emergency, Contractor has discretion to commence services under this Contract prior to the cessation of snowfall. Contractor will make every effort to insure such service. Customer understands, however, that certain conditions may pose challenges to Contractor providing services, which are out of Contractor's control. In such cases, Contractor will keep Customer informed of conditions and will define realistic expectations for completion of field operations. Any precipitation event lasting longer than 12 hours will require that Contractor schedule rest periods for field personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

If sidewalk snow service is requested by Customer, Customer understands that if temperature and wind conditions combine to bring temperatures below ten (10) degrees Fahrenheit, Contractor may have to stop providing services during that period of time in order to protect the health and well being of its employees.

Contractor will provide services under this Contract in a workman-like manner. Customer accepts this warranty as its sole recourse, and THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

**3. Property Damage**: Customer agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment (including, but not limited to pick-up trucks, loaders and tractors) to property items in and around the area designated by Customer for plowing, and which are concealed from Contractor's view by snow accumulation or other adverse weather condition. Such property items include, but are not limited to turf (grass), curbs, wheel stops, fire hydrants, plant material and other landscaping, and retaining walls. Customer also agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment to surface integrity due to weight of snow removal equipment. Installation of necessary snow stakes is recommended. If Contractor, in its discretion, deems such stakes to be necessary to avoid property damage, Contractor is hereby authorized to provide stakes at an additional cost to Customer, as set forth under the pricing schedule in Article A of this Contract.

**4. Personal Injury and Indemnification**: Customer understands that slippery conditions after a snow event are an inherent risk that cannot be completely eliminated by services provide by Contractor hereunder. Therefore, Customer agrees that it will not hold Contractor, its officers, agents and employees liable for any claims, damages, losses, and expenses, (including but not limited to attorneys' fees and court costs) arising out of or resulting from falls and other accidents caused in whole or in part by snow, ice or any other slippery condition on the property. Customer also agrees to indemnify and defend Contractor from and against any claim, cause of action, or liability instituted by any employee, resident or third-party arising out of or related in any way to property damage, and personal injury due to ice, snow or other slippery condition that may exist on the Property before, during or after Contractor has performed services pursuant to the Contract. Customer agrees to indemnify and defend Contractor from all such claims and liabilities regardless of whether allegedly caused by any actions or failures of Contractor.

Customer understands that upon completion of snow service operations, even if conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, Contractor will not be liable for accidents caused by this inherent risk and will be defended, indemnified and held harmless by Customer from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of salt, sand, or other snow melt products used by Contractor. Contactor has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in contact with such chemicals, and therefore, Contractor will not be liable for damage caused to said objects or materials on site.

**5. Insurance**: Throughout the term of this Contract, Contractor will maintain General Liability insurance of $2,000,000 aggregate, and will also carry the Colorado State required Workman's Compensation insurance, and Automobile Liability insurance, $1,000,000 bodily injury each person/each accident, and $1,000,000 property damage.

**6. Termination without Cause**: Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

**7. Default and Remedies**: A default will occur if Customer fails to make payment when due under the Contract. In the event of such default, Contractor may, at its option: (a) terminate the Contract, without further notice to Customer and without waiving any right it may have to recover payment of the money due from Customer; or (b) halt services under the Contract until such payment is made to Contractor. Customer agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If Contractor fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Customer must send written notice of same to Contractor at the address for Contractor stated above. In the event of such default, Customer may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Customer reasonably believes that Contractor's performance is not satisfactory, customer may also terminate the Contract upon written notice to Contractor explaining the reason for such termination.

**8. Payment**: The prices, specifications, and conditions are satisfactory and are hereby accepted by Customer. Contractor is authorized to do the work as specified. The rate schedule for this Contract is outlined below and all work will be performed and paid for according to these rates. All accounts are to be due and paid in full net ten (10) days after receipt of an invoice from Contractor. Customer agrees that thirty (30) day past due accounts will be charged interest at 1.5% per month (18% per year). Contractor may decline to perform services if accounts are over twenty days (20) past due following Customer's receipt of invoices for services rendered. Customer will be responsible for a $45.00 returned check fee for any check returned unpaid for any reason.

**9. Attorneys Fees and Venue**: In the event either party to this Contract commences an action to enforce the terms of the Contract, the prevailing party to such action is entitled to recover its attorneys' fees and court costs. The parties agree that venue for any such legal action shall be the District Court for the City and County of Denver, State of Colorado.

**10. Miscellaneous**:

**10.1** Contractor reserves the right not to proceed with services outlined under this Contract, and the contract may be deemed null and void by Contractor notwithstanding execution of the Contract by Customer, if the Contract is not executed by Customer within 30 days from the date the Contract is sent to Customer.

**10.2** This Contract and attachments hereto supersedes any and all other agreements between the parties, oral or written, regarding snow removal services.

**10.3** By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.

**10.4** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

**10.5** Customer may not assign this Contract without first obtaining Contractor's written approval to do so. Such approval will not be unreasonably withheld by Contractor.

**10.6** The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

**10.7** This Contract shall be construed in accordance with the laws of the State of Colorado.

**CONTRACTOR: Landtech Contractors, LLC**

BY: _____

Date

**CUSTOMER:**

BY: _____

Its: Date

## Article A: HOURLY RATES 2026-2027

**Rates include operator and have a one (1) hour minimum charge.**
**Drive time is charged one direction.**

**Light Equipment**

| | |
|---|---|
| 4x4 Truck with Plow | $140.00 per hour |
| Ice Slicer Spreader | $152.00 per hour |
| Skid Steer Loader with Push Box/Plow | $164.00 per hour |
| ATV w/Plow, SnowRator w/Spreader, UTV w/Plow and Spreader | $107.00 per hour |

**Heavy Equipment**

| | |
|---|---|
| Loader/Backhoe with 1-yard Push box or plow | $234.00 per hour |
| Loader/Backhoe with 3-yard Push box or plow | $298.00 per hour |

**Labor**

| | |
|---|---|
| Hand Shovel/Spread Ice Melt | $70.00 per man, per hour |

**Material**

| | |
|---|---|
| Standard Ice Melt | $1.00 per pound |
| Environmentally Friendly Ice Melt | $1.42 per pound |
| Ice Slicer (Granulated Magnesium Chloride) | $308.00 per ton |

**Other**

| | |
|---|---|
| Snow Pile Relocation/Haul Off | $180.00 per hour |

## Article B: Snow Removal Requirements

**CUSTOMER TO FILL OUT TABLE BELOW**

| | | | |
|---|---|---|---|
| Property Name: | | | |
| Property Address: | | | |
| Property Contact: | | | |
| Contact E-mail: | | | |
| Contact Phone #: | | | |
| At what accumulation is clearing walkways and doorways required? | | YES<br><br>NO | **Trace 1" 2"**<br>☐ ☐ ☐<br>(Mark one) |
| Is the ice melt application needed for walkways? | | YES<br><br>NO | **Standard** ☐<br>**Environmentally Friendly** ☐<br>(Mark one) |
| At what accumulation are plow services for parking lots, entry & driveways, loading docks, etc. required? | | YES<br><br>NO | **Trace 1" 2"**<br>☐ ☐ ☐<br>(Mark one) |
| Is Ice Slicer (Granulated Magnesium Chloride) application required for entry and driveways, drive lanes, loading docks? | | YES<br><br>NO | |
| Are there specific areas that snow is to be piled? Is there a site plan or map available? If so, please attach it. | | | |
| Are there restricted areas on your site that require snow services?<br><br>How can we arrange to access these areas? | | | |
| **Snow Monitoring Service:** This service will provide the client with a property check to monitor snow accumulation. This service will be offered when the snow has been forecast and will potentially meet the client's contractual trigger point. Service will be offered at an hourly rate of $65.00 per man-hour and material (1 hr. min. charge per visit) Services must be requested at the time contract execution.<br><br>Initials_____ | | | |
| Special Instructions: | | | |