

Meadowbrook Park II Landscape Maintenance Agreement

This Agreement is made and entered into on December 23, 2024 by and between:

Client:

Meadowbrook Park II Homeowners' Association (HOA) "(Association)"
c/o Walsh Tax Services
Walsh Payroll Services, LLC
241 Maple Street, Suite 100
Ashland, OR 97520
(541) 482-4748
office@walshtax.com

Contractor:

Pacific Roots Landscape Management LLC
Attn: Greg Tuman, Owner
4685 Antelope Rd.
White City, OR 97503
(541) 840- 5837
Greg@pacificrootslandscape.net

1. Scope of Work

The Contractor agrees to provide the following landscape maintenance services:

- Lawn mowing once per week, edging every two weeks and applying fertilizer three (3) times per year (spring, summer, fall)
- Cutting, collecting and disposing of plant debris and waste
- Weeding and mulching
- Pruning and trimming of shrubs as needed, per seasonal pruning schedule
- Fertilization once per year
- Seasonal clean-up (spring and fall) to include weed control, removal of trash and leaves and raking bark in shrub beds
- Periodic irrigation system checks to ensure proper operation, adjusting and/or replacing sprinkler heads, reporting irrigation line damage or improper operation, activating irrigation in the spring and deactivating in the fall, adjusting irrigation watering times
- Other services as agreed: [Specify any additional services]

Client requested or additional services will be billed for labor (at the hourly rate of \$65) and cost of materials for services such as:

- Tree removal and/or replacement
- Spreading bark mulch or other ground cover (as requested)

- Maintenance and/or replacement of surface (visible) irrigation/vegetation watering system components e.g. sprinkler heads, irrigation drip heads and surface piping

2. Schedule (Appendix A)

Services will be provided on the following schedule:

- Weekly/Bi-weekly/Monthly maintenance visits
- Specific days of service: Every Monday (landscape maintenance) and Friday (grass mowing)
- Additional services will be scheduled as needed.

3. Payment

The Client agrees to pay the Contractor the total amount of two thousand three hundred and forty dollars (\$2340.00) per month. Payment is due within fifteen (15 days) of the date Contractor mails, e-mails or delivers statement to the Client. All invoices are to be submitted to Walsh Tax Services for payment.

4. Term

This Agreement shall commence on January 1, 2025 and continue until December 31, 2025 or until terminated by either party with 30 days written notice.

5. Responsibilities

- **Client Responsibilities:**
 - Provide access to the property for maintenance services.
 - Inform the Contractor of any specific needs or concerns.
- **Contractor Responsibilities:**
 - Perform services in a professional manner.
 - Use appropriate tools and techniques for all tasks.
 - Fulfill and maintain all state and local tax filing, licensing, bonding and insurance requirements; submit copies of documents to the client annually; notify client of any changes or cancellations.
 - Establish a monthly work schedule and verify weekly time performing landscape management services.

6. Liability

The Contractor shall maintain liability insurance and is responsible for any damages caused during the performance of services. The Client is responsible for any damages arising from conditions on the property that are not disclosed to the Contractor.

The Contractor will indemnify, defend, and hold harmless the Association from and against any and all claims of every kind, whether known or unknown, resulting from or arising out of Contractor's work under this agreement.

Any and all disputes shall be resolved through arbitration using a mutually agreeable third party. Client and Contractor shall pay equally for any arbitration services.

7. Termination

Either party may terminate this Agreement with written notice of 30 days if the other party fails to comply with the terms outlined herein.

8. Governing Law

This Agreement shall be governed by the laws of the State of Oregon.

9. Entire Agreement

This document constitutes the entire Agreement between the parties. No modifications or amendments shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Landscape Maintenance Contract as of the date first above written.

Client Signature: _____

Date: _____

Contractor Signature: _____

Date: _____

Appendix A Landscape Maintenance Services and Schedule

Landscape Maintenance Services	Jan-Mar	Apr-Jun	Jul-Sept	Oct- Dec	Weekly	Total
See HOA map	Sections 1-4 (13 weeks)	Sections 1-4 (12 weeks)	Sections 1-4 (12 weeks)	Sections 1-4 (13 weeks)	Section 0 ¹	
Landscaping hours	104	96*	96*	104		500
Grass cutting hours (2 hrs. per week)	26	24*	24*	26		
Mowing (once per week) and edging (every two weeks) grass areas	X	X	X	X	X	
Collect and dispose of plant debris and leaves from streets, sidewalks and parking areas	X	X	X	X		
Remove and dispose of weeds from all garden beds ²	X	X	X	X		
Trim bushes, ground cover and shrubs	X	X	X			
Prune trees (up to 20 feet)	X	X	X	X		
Fertilize lawn areas		X	X	X		
Fertilize plants and trees	X					
Test/evaluate surface irrigation leaks; recommend needed repairs/replacement	X		X			
Adjust/ replace sprinkler and drip heads	X		X			
Report insect infestation		X	X			
Report dying/dead shrubs/landscape	X	X	X	X		
Bioswale cleaning (as requested)						
Sidewalk debris removal	X	X	X	X		
Other services (as requested)						

¹ Grass Mowing

² Garden beds are all HOA common areas including medians

* Holidays

Appendix B HOA Map for Landscape Maintenance Services

