

SUNLAND DIVISION 7 CONDO ASSOCIATION LAWN CARE CONTRACT

This contract is an agreement between _____, hereafter referred to as the CONTRACTOR, and Division 7 Sunland Condo Association, hereafter referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following:

The CONTRACTOR agrees to provide the landscape services detailed in the following specifications. An invoice will be submitted to the CLIENT representative, hereafter referred to as the Landscape Director.

The CLIENT agrees to pay the charges specified herein.

LAWN CARE AND DUTIES:

Below is a list of duties to be performed under this contractual agreement related to lawn service. CONTRACTOR agrees to the timely delivery of the following:

- All turf/grassy areas shall be mowed weekly during growing season [approximately March 1 through October 31st], and on as needed basis during winter months.
- Edging and/or trimming lawns around patios, fenced units, sidewalks, driveways, side yard areas and roadways to keep edges looking neat shall be done every week. This will be a priority unless told otherwise. Exceptions to this trimming schedule will be at the direction of the Landscape Director, dependent upon other landscape priorities.
- Grass clippings will be blown and cleared off all driveways, roadways, and walks immediately after mowing.
- CONTRACTOR shall clean up and remove storm related debris and branches from Common Areas including lawns, roads, and walkways as needed, in a prompt and timely manner. Limited Common Areas will be clearly defined to the CONTRACTOR.
- CONTRACTOR will not be responsible for the Limited Common Area of units unless agreed upon by the Landscape Director.
- CONTRACTOR will empty the four (4) garbage cans filled with green yard debris only, each week that mowing is scheduled. CONTRACTOR will also pick up any larger pruned branches placed at that location.
- Application of approved fertilizer at least two (2) times a year. The fertilizer product and schedule are to be approved by the Landscape Director.
- CONTRACTOR will provide Landscape Director with one week's notice prior to application of fertilizer and or using other chemical controls to Common Areas. CLIENT and Landscape Director will be responsible for notifying homeowners.
- Labor to repair any damaged area of lawns **NOT caused by the CONTRACTOR** and as approved by the Landscape Director may be billed to the CLIENT at a rate per hour to be determined by bid or request for estimate.

- CONTRACTOR agrees to seed and/replant lawns as needed to replace dead spots from damage **caused by Contractor and/or their employees at no cost to the CLIENT.**

GENERAL REQUIREMENTS

- CONTRACTOR will maintain liability insurance throughout the contract period and provide proof of liability insurance to include at least \$1 million in coverage or in the amounts required by the State of Washington, and Workman's Compensation coverage, as required by State and Federal Laws, covering his equipment, and on his operators and employees and provide proof of the same to the CLIENT. The CONTRACTOR is also responsible for any licenses and/or permits required by law for activities on the CLIENT's property. Proof of license and insurance is required prior to signing the contract and needs to be maintained throughout the contract period.
- CONTRACTOR will be expected to conduct themselves in a cordial and professional manner at all times – with Owners, with Landscape Committee members and with the Landscape Director.
- CONTRACTOR is not obligated to take direction from anyone except the Landscape Director. CONTRACTOR should refer Owners to contact the Landscape Director by submission of a service request specific to their Common Area.
- CONTRACTOR shall supply all fertilizers, chemicals, tools, and equipment to perform the tasks outlined herein under the contracted price. All products and chemicals used are to be approved by the State of Washington and violate any county, state, or federal laws.
- Any additional charges for work not covered under the basic monthly contract for these services as outlined herein **must be submitted and approved by the Landscape Director before such service is rendered.** **See Pricing Section for more information on bidding or billing for additional work not included in the scope of this contract.**

PROPERTY DESCRIPTION

Delivery of services includes to all properties on Hilltop Drive in SunLand development owned and managed by Sunland Division 7 Condo Association located in Sequim, Washington.

PRICING AND CONTRACTUAL TIME PERIOD

- **CONTRACTOR** will be paid for all scheduled maintenance and tasks identified in this contract at a basic monthly rate plus applicable Washington State sales tax. Payments will be made to the **CONTRACTOR** based on invoice(s) submitted to the Landscape Director **BY** the last day of each month. Payments will be made to the **CONTRACTOR** for invoices submitted and will be paid, once the scheduled work has been completed and has been approved by the Landscape Director, no later than the 15th of the next month.
- All **extra work estimates** are to be presented to the Landscape Director as time (labor) plus material/parts for any extra work above and beyond contracted services outlined in this agreement. The Landscape Director at his or her discretion may seek prices or bids for work outside the scope of this contract from other companies and is not obligated at any time to use the **CONTRACTOR** for such work that does not fall into this basic Landscape and Grounds Service Contract.
- This contract is for a period of one (1) year, from January 1, 2025, through December 31, 2025.
- **CONTRACTOR will provide an email address along with primary and secondary phone contact information to the Board of Division 7 and to the Landscape Director.**
- **CONTRACTOR will provide to the CLIENT prior to signing of contract the following:**
 - Statement of company background and years of experience performing the services outlined.
 - 2 references.
 - List of available equipment and employees or contractors to be used to perform the outlined services.
 - Proof of Washington State license as required by state law; license must be maintained throughout length of the contract services.
 - Proof of liability insurance to include at least \$1 million in coverage or in the amounts required by the State of Washington. Bonding/Insurance must be maintained throughout the length of the contract services.
 - W-9 form.
 - Supplemental documentation listing the Lawn Care duties to be completed each month beginning Jan. 2025 through Dec. 2025.

I have read and fully understand the above terms and conditions and agree to be bound by them. In witness whereof, the parties to this contract have signed and executed it as indicated.

CLIENT:

CONTRACTOR:

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Sunland Condominium Owners Association

P. O. Box 298,

Sequim, WA 98383

Rob Baer, President, Board of Directors

Date _____

Date _____

Contact information for Landscape Director:

Kelly Foster

119B Hilltop Drive

Sequim, WA 98382

360-280-6764 – cell phone

foster55551@gmail.com

All invoices will be submitted to the Landscape Director for approval at the above address – by email, mail or hand delivered.