



"Where quality is never out of season"

Lawn and Landscape Maintenance Contract

This contract is between L & M Construction of Blairs, LLC, herein after referred to as the CONTRACTOR, and **Huntersville Town Center**, herein after referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following: CONTRACTOR agrees to provide the services detailed and in accordance with the schedule in the specifications listed below. CLIENT promises to pay the agreed upon amount as indicated below including finance charges and early termination fee, if applicable.

Schedule of work included in this contract:

Mowing, edging, trimming, picking up trash & spraying of weeds in beds and in cracks in the concrete to be done weekly, also fluffing of pine needles and make sure mulch bed are clean up at all times.

Cuts per Mowing Season	<u>36</u>	time(s) per year
Winter Visits	<u>16</u>	time(s) per year
Pruning of shrubs	<u>2</u>	time(s) per year or as needed to maintain a neat appearance
Pre-Emergent/Fertilization	<u>4</u>	time(s) per year (2x spring, 1x fall, and 1 x winter)
Lime application	<u>1</u>	time(s) per year
Summer Stress Prev. + Iron	<u>1</u>	time(s) per year
Fungicide application		as needed for additional fee
Mulch and mini chips	<u>1</u>	time(s) per year (24 yards of mulch)
Aerating & over seeding	<u>1</u>	in the fall (includes fertilizer)

All Weeds are to be sprayed to be killed or to be pulled in front yard and natural area in the back.
Blow underneath deck after spring pollen and after winter leaves have fallen.
Control Bermuda grass from encroaching yard on one side of the yard in the FALL.

Mowing, edging & trimming: CONTRACTOR will mow all turf areas weekly during growing season, during the hours of **10am – 7pm**, M-F (Saturday if rain delay). All sidewalks, fences, driveways and other surface areas will be edged as needed for a neat appearance, using either a weed eater or edger. Clippings will be left on the lawn as long as there is no evidence of disease. CONTRACTOR will clean all clippings from sidewalks and other surfaces before leaving the client property.

Pruning: CONTRACTOR will prune shrubs by hand or using gas or electric powered shears, as needed to ensure proper informal shape, fullness and bloom. CONTRACTOR will not prune trees unless agreed upon outside of this contract.

Fertilization: CONTRACTOR will fertilize all turf areas with a granular fertilizer per schedule indicated above.

Aerating and over seeding: CONTRACTOR will aerate and over seed per schedule as indicated above.

Optional services such as annual flowers, mulching, pine needles, irrigation systems, thatch removal, patio installation, retaining wall installation, fencing, walkways, lighting, etc. are NOT a part of this contract. These may be agreed upon by CONTRACTOR and CLIENT for an additional fee.

Insurance and liability: CONTRACTOR agrees to carry full liability and workers compensation insurance as required by law.

CONTRACTOR is NOT responsible for:

- 1) Death or decline of plant materials due to improper selection, placement, planting or maintenance BEFORE the date of this contract.
- 2) Damage due to improper irrigation components in existence at the time of contract execution.
- 3) Exposed cables or sprinkler components normally found below the surface of the lawn.
- 4) Flooding, storm or wind damage.
- 5) Disease or damage to lawns and/or landscape as the result of excessive or inadequate irrigation.
- 6) Damage caused by any item hidden in the landscape and not clearly marked.
- 7) Damage due to vandalism.

The term of the contract is for a period of One (1) Year, beginning May 1st 2017 and ending May 1st 2018.

This contract is for maintenance of property located 105 Gilead Rd, Huntersville, NC charge for the specified services is 716.00 and payment will be due by the 15th of the following month.

CONTRACTOR accepts checks, money orders or credit cards. CLIENT agrees to pay a \$35 fee for each check returned for nonsufficient funds. Any additional or unscheduled services agreed upon by CONTRACTOR and CLIENT will be billed separately, with payment due 15 days from date of invoice.

CLIENT agrees to pay monthly finance charges of 2% on all past due balances. CLIENT may cancel the contract by:

- 1) Submitting 30 days written notice to office at address listed below.
- 2) Payment of account in full for any outstanding balances.
- 3) Payment of a termination fee of \$200.00 (for cancellation prior to the expiration of the contract).

CLIENT agrees to pay all legal fees incurred by CONTRACTOR due to collection for nonpayment of balance due per contract. This contract shall be governed by the laws of the state of North Carolina in Iredell County.

Iran Divestment Act: L&M Construction shall not be listed on the Final Divestment List (“**DivestmentList**”) created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* (“**Iran Divestment Act of 2015**”). L&M shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

NC Everify: L&M Construction shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if L&M utilizes a subcontractor, L&M shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

I HAVE FULLY READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

3133 Amity Hill Road, Statesville, NC. 28677
Mailing Address: P.O. Box 3487, Mooresville, NC. 28117
OFFICE: (704) 662-8057 FAX: (704) 662-8378 Fax
www.landmconstruction.com

This agreement will automatically end as of May 1st 2018. A new agreement will be negotiated for renewal of services at that time.

In witness whereof, the parties to this contract have signed and executed it as indicated.

_____ CLIENT	_____ Date	_____ L&M CONSTRUCTION OF BLAIRS, LLC	_____ Date
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Client Phones: Home _____ Cell _____

Email address: _____

Billing Address: _____



"Where quality is never out of season"

Lawn and Landscape Maintenance Contract

This contract is between L & M Construction of Blairs, LLC, herein after referred to as the CONTRACTOR, and Huntersville Town Center Vacant Lot herein after referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following: CONTRACTOR agrees to provide the services detailed and in accordance with the schedule in the specifications listed below. CLIENT promises to pay the agreed upon amount as indicated below including finance charges and early termination fee, if applicable.

Schedule of work included in this contract:

Mowing, edging, trimming, picking up trash & spraying of weeds in beds and in cracks in the concrete to be done weekly, also fluffing of pine needles and make sure mulch bed are clean up at all times.

Cuts per Mowing Season	<u>36</u> time(s) per year
Winter Visits	<u>16</u> time(s) per year
Pruning of shrubs	<u>x</u> time(s) per year, or as needed to maintain a neat appearance
Pre-Emergent/Fertilization	<u>x</u> time(s) per year (2x spring, 1x fall, and 1xWinter)
Lime application	<u>x</u> time(s) per year
Summer Stress	<u>x</u> time(s) per year
Fungicide application	when needed for additional fee
Leaf removal	<u>x</u> (as needed to maintain a neat appearance)
Aerating & over seeding	<u>x</u> in the fall (includes fertilizer)
Pine Needles	<u>x</u> time(s) per year
Summer annuals	<u>x</u> time(s) per year

All Weeds are to be sprayed to be killed or to be pulled in front yard and natural area in the back.
Blow underneath deck after spring pollen and after winter leaves have fallen.
Control Bermuda grass from encroaching yard on one side of the yard in the FALL.

Mowing, edging & trimming: CONTRACTOR will mow all turf areas weekly during growing season, during the hours of 10am – 7pm, M-F (Saturday if rain delay). All sidewalks, fences, driveways and other surface areas will be edged as needed for a neat appearance, using either a weed eater or edger. Clippings will be left on the lawn as long as there is no evidence of disease. CONTRACTOR will clean all clippings from sidewalks and other surfaces before leaving the client property.

Pruning: CONTRACTOR will prune shrubs by hand or using gas or electric powered shears, as needed to ensure proper informal shape, fullness and bloom. CONTRACTOR will not prune trees unless agreed upon outside of this contract.

Fertilization: CONTRACTOR will fertilize all turf areas with a granular fertilizer per schedule indicated above.

Aerating and over seeding: CONTRACTOR will aerate and over seed per schedule as indicated above.

Optional services such as annual flowers, mulching, pine needles, irrigation systems, thatch removal, patio installation, retaining wall installation, fencing, walkways, lighting, etc. are NOT a part of this contract. These may be agreed upon by CONTRACTOR and CLIENT for an additional fee.

Insurance and liability: CONTRACTOR agrees to carry full liability and workers compensation insurance as required by law.

CONTRACTOR is NOT responsible for:

- 1) Death or decline of plant materials due to improper selection, placement, planting or maintenance BEFORE the date of this contract.
- 2) Damage due to improper irrigation components in existence at the time of contract execution.
- 3) Exposed cables or sprinkler components normally found below the surface of the lawn.
- 4) Flooding, storm or wind damage.
- 5) Disease or damage to lawns and/or landscape as the result of excessive or inadequate irrigation.
- 6) Damage caused by any item hidden in the landscape and not clearly marked.
- 7) Damage due to vandalism.

The term of the contract is for a period of One (1) Year, beginning May 1st, 2017 and ending May 1, 2018.

This contract is for maintenance of property located vacant lot next to Town Center. The charge for the specified services is 207.00 and payment will be due by the 15th of the following month.

CONTRACTOR accepts checks, money orders or credit cards. CLIENT agrees to pay a \$35 fee for each check returned for nonsufficient funds. Any additional or unscheduled services agreed upon by CONTRACTOR and CLIENT will be billed separately, with payment due 15 days from date of invoice.

CLIENT agrees to pay monthly finance charges of 2% on all past due balances. CLIENT may cancel the contract by:

- 1) Submitting 30 days written notice to office at address listed below.
- 2) Payment of account in full for any outstanding balances.
- 3) Payment of a termination fee of \$200.00 (for cancellation prior to the expiration of the contract).

CLIENT agrees to pay all legal fees incurred by CONTRACTOR due to collection for nonpayment of balance due per contract. This contract shall be governed by the laws of the state of North Carolina in Iredell County.

Iran Divestment Act: L&M Construction shall not be listed on the Final Divestment List (“**DivestmentList**”) created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* (“**Iran Divestment Act of 2015**”). L&M shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

NC Everify: L&M Construction shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if L&M utilizes a subcontractor, L&M shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

3133 Amity Hill Road, Statesville, NC. 28677
Mailing Address: P.O. Box 3487, Mooresville, NC. 28117
OFFICE: (704) 662-8057 FAX: (704) 662-8378 Fax
www.landmconstruction.com

I HAVE FULLY READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

This agreement will automatically end as of **May 1st 2018.** A new agreement will be negotiated for renewal of services at that time.

In witness whereof, the parties to this contract have signed and executed it as indicated.

_____ CLIENT	_____ Date	_____ L&M CONSTRUCTION OF BLAIRS, LLC	_____ Date
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Client Phones: Home _____ Cell _____

Email address: _____

Billing Address: _____

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"Where quality is never out of season"

Lawn and Landscape Maintenance Contract

This contract is between L & M Construction of Blairs, LLC, herein after referred to as the CONTRACTOR, and Huntersville Town Hall, herein after referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following: CONTRACTOR agrees to provide the services detailed and in accordance with the schedule in the specifications listed below. CLIENT promises to pay the agreed upon amount as indicated below including finance charges and early termination fee, if applicable.

Schedule of work included in this contract:

Mowing, edging, trimming, picking up trash & spraying of weeds in beds and in cracks in the concrete to be done weekly, also fluffing of pine needles and make sure mulch bed are clean up at all times.

Cuts per Mowing Season	<u>36</u>	time(s) per year
Winter Visits	<u>16</u>	time(s) per year
Pruning of shrubs	<u>2</u>	time(s) per year or as needed to maintain a neat appearance
Pre-Emergent/Fertilization	<u>4</u>	time(s) per year (2x spring, 1x fall, and 1 x winter)
Lime application	<u>1</u>	time(s) per year
Summer Stress Prev. + Iron	<u>1</u>	time(s) per year
Fungicide application		as needed for additional fee
Mulch and mini chips	<u>1</u>	time(s) per year (24 yards of mulch)
Aerating & over seeding	<u>1</u>	in the fall (includes fertilizer)

All Weeds are to be sprayed to be killed or to be pulled in front yard and natural area in the back.

Blow underneath deck after spring pollen and after winter leaves have fallen.

Control Bermuda grass from encroaching yard on one side of the yard in the FALL.

Mowing, edging & trimming: CONTRACTOR will mow all turf areas weekly during growing season, during the hours of 10am – 7pm, M-F (Saturday if rain delay). All sidewalks, fences, driveways and other surface areas will be edged as needed for a neat appearance, using either a weed eater or edger. Clippings will be left on the lawn as long as there is no evidence of disease. CONTRACTOR will clean all clippings from sidewalks and other surfaces before leaving the client property.

Pruning: CONTRACTOR will prune shrubs by hand or using gas or electric powered shears, as needed to ensure proper informal shape, fullness and bloom. CONTRACTOR will not prune trees unless agreed upon outside of this contract.

Fertilization: CONTRACTOR will fertilize all turf areas with a granular fertilizer per schedule indicated above.

Aerating and over seeding: CONTRACTOR will aerate and over seed per schedule as indicated above.

Optional services such as annual flowers, mulching, pine needles, irrigation systems, thatch removal, patio installation, retaining wall installation, fencing, walkways, lighting, etc. are NOT a part of this contract. These may be agreed upon by CONTRACTOR and CLIENT for an additional fee.

Insurance and liability: CONTRACTOR agrees to carry full liability and workers compensation insurance as required by law.

CONTRACTOR is NOT responsible for:

- 1) Death or decline of plant materials due to improper selection, placement, planting or maintenance BEFORE the date of this contract.
- 2) Damage due to improper irrigation components in existence at the time of contract execution.
- 3) Exposed cables or sprinkler components normally found below the surface of the lawn.
- 4) Flooding, storm or wind damage.
- 5) Disease or damage to lawns and/or landscape as the result of excessive or inadequate irrigation.
- 6) Damage caused by any item hidden in the landscape and not clearly marked.
- 7) Damage due to vandalism.

The term of the contract is for a period of One (1) Year, beginning May 1st 2017 and ending May 1st 2018.

This contract is for maintenance of property located 101 Huntersville Concord Road, Huntersville, NC charge for the specified services is 360.00 and payment will be due by the 15th of the following month.

CONTRACTOR accepts checks, money orders or credit cards. CLIENT agrees to pay a \$35 fee for each check returned for nonsufficient funds. Any additional or unscheduled services agreed upon by CONTRACTOR and CLIENT will be billed separately, with payment due 15 days from date of invoice.

CLIENT agrees to pay monthly finance charges of 2% on all past due balances. CLIENT may cancel the contract by:

- 1) Submitting 30 days written notice to office at address listed below.
- 2) Payment of account in full for any outstanding balances.
- 3) Payment of a termination fee of \$200.00 (for cancellation prior to the expiration of the contract).

CLIENT agrees to pay all legal fees incurred by CONTRACTOR due to collection for nonpayment of balance due per contract. This contract shall be governed by the laws of the state of North Carolina in Iredell County.

Iran Divestment Act: L&M Construction shall not be listed on the Final Divestment List (“**DivestmentList**”) created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* (“**Iran Divestment Act of 2015**”). L&M shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

NC Everify: L&M Construction shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if L&M utilizes a subcontractor, L&M shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

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I HAVE FULLY READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

This agreement will automatically end as of **May 1st 2018**. A new agreement will be negotiated for renewal of services at that time.

In witness whereof, the parties to this contract have signed and executed it as indicated.

_____ CLIENT	_____ Date	_____ L&M CONSTRUCTION OF BLAIRS, LLC	_____ Date
-----------------	---------------	--	---------------

Client Phones: Home _____ Cell _____

Email address: _____

Billing Address: _____

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Lawn and Landscape Maintenance Contract

This contract is between L & M Construction of Blairs, LLC, herein after referred to as the CONTRACTOR, and Huntersville Old Police Station herein after referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following: CONTRACTOR agrees to provide the services detailed and in accordance with the schedule in the specifications listed below. CLIENT promises to pay the agreed upon amount as indicated below including finance charges and early termination fee, if applicable.

Schedule of work included in this contract:

Mowing, edging, trimming, picking up trash & spraying of weeds in beds and in cracks in the concrete to be done weekly, also fluffing of pine needles and make sure mulch bed are clean up at all times.

Cuts per Mowing Season	<u>36</u> time(s) per year
Winter Visits	<u>16</u> time(s) per year
Pruning of shrubs	<u>x</u> time(s) per year, or as needed to maintain a near appearance
Pre-Emergent/Fertilization	<u>x</u> time(s) per year (2x spring, 1x fall, and 1xWinter)
Lime application	<u>x</u> time(s) per year
Summer Stress	<u>x</u> time(s) per year
Fungicide application	when needed for additional fee
Leaf removal	<u>x</u> (as needed to maintain a neat appearance)
Aerating & over seeding	<u>x</u> in the fall (includes fertilizer)
Pine Needles	<u>x</u> time(s) per year
Summer annuals	<u>x</u> time(s) per year

All Weeds are to be sprayed to be killed or to be pulled in front yard and natural area in the back.
Blow underneath deck after spring pollen and after winter leaves have fallen.
Control Bermuda grass from encroaching yard on one side of the yard in the FALL.

Mowing, edging & trimming: CONTRACTOR will mow all turf areas weekly during growing season, during the hours of 10am – 7pm, M-F (Saturday if rain delay). All sidewalks, fences, driveways and other surface areas will be edged as needed for a neat appearance, using either a weed eater or edger. Clippings will be left on the lawn as long as there is no evidence of disease. CONTRACTOR will clean all clippings from sidewalks and other surfaces before leaving the client property.

Pruning: CONTRACTOR will prune shrubs by hand or using gas or electric powered shears, as needed to ensure proper informal shape, fullness and bloom. CONTRACTOR will not prune trees unless agreed upon outside of this contract.

Fertilization: CONTRACTOR will fertilize all turf areas with a granular fertilizer per schedule indicated above.

Aerating and over seeding: CONTRACTOR will aerate and over seed per schedule as indicated above.

Optional services such as annual flowers, mulching, pine needles, irrigation systems, thatch removal, patio installation, retaining wall installation, fencing, walkways, lighting, etc. are NOT a part of this contract. These may be agreed upon by CONTRACTOR and CLIENT for an additional fee.

Insurance and liability: CONTRACTOR agrees to carry full liability and workers compensation insurance as required by law.

CONTRACTOR is NOT responsible for:

- 1) Death or decline of plant materials due to improper selection, placement, planting or maintenance BEFORE the date of this contract.
- 2) Damage due to improper irrigation components in existence at the time of contract execution.
- 3) Exposed cables or sprinkler components normally found below the surface of the lawn.
- 4) Flooding, storm or wind damage.
- 5) Disease or damage to lawns and/or landscape as the result of excessive or inadequate irrigation.
- 6) Damage caused by any item hidden in the landscape and not clearly marked.
- 7) Damage due to vandalism.

The term of the contract is for a period of One (1) Year, beginning May 1st, 2017 and ending May 1st, 2018.

This contract is for maintenance of property located Bylthe Building. The charge for the specified services is 387.00 and payment will be due by the 15th of the following month.

CONTRACTOR accepts checks, money orders or credit cards. CLIENT agrees to pay a \$35 fee for each check returned for nonsufficient funds. Any additional or unscheduled services agreed upon by CONTRACTOR and CLIENT will be billed separately, with payment due 15 days from date of invoice.

CLIENT agrees to pay monthly finance charges of 2% on all past due balances. CLIENT may cancel the contract by:

- 1) Submitting 30 days written notice to office at address listed below.
- 2) Payment of account in full for any outstanding balances.
- 3) Payment of a termination fee of \$200.00 (for cancellation prior to the expiration of the contract).

CLIENT agrees to pay all legal fees incurred by CONTRACTOR due to collection for nonpayment of balance due per contract. This contract shall be governed by the laws of the state of North Carolina in Iredell County.

Iran Divestment Act: L&M Construction shall not be listed on the Final Divestment List (“**DivestmentList**”) created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* (“**Iran Divestment Act of 2015**”). L&M shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

NC Everify: L&M Construction shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if L&M utilizes a subcontractor, L&M shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

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www.landmconstruction.com

I HAVE FULLY READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

This agreement will automatically end as of **May 1st 2018.** A new agreement will be negotiated for renewal of services at that time.

In witness whereof, the parties to this contract have signed and executed it as indicated.

_____ CLIENT	_____ Date	_____ L&M CONSTRUCTION OF BLAIRS, LLC	_____ Date
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Client Phones: Home _____ Cell _____

Email address: _____

Billing Address: _____



"Where quality is never out of season"

Lawn and Landscape Maintenance Contract

This contract is between L & M Construction of Blairs, LLC, herein after referred to as the CONTRACTOR, and Huntersville Police Department herein after referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following: CONTRACTOR agrees to provide the services detailed and in accordance with the schedule in the specifications listed below. CLIENT promises to pay the agreed upon amount as indicated below including finance charges and early termination fee, if applicable.

Schedule of work included in this contract:

Mowing, edging, trimming, picking up trash & spraying of weeds in beds and in cracks in the concrete to be done weekly, also fluffing of pine needles and make sure mulch bed are clean up at all times.

Cuts per Mowing Season	<u>36</u> time(s) per year
Winter Visits	<u>16</u> time(s) per year
Pruning of shrubs	<u>2</u> time(s) per year, or as needed to maintain a neat appearance
Pre-Emergent/Fertilization	<u>4</u> time(s) per year (2x spring, 1x fall, and 1xWinter)
Lime application	<u>1</u> time(s) per year
Summer Stress	<u>1</u> time(s) per year
Fungicide application	when needed for additional fee
Leaf removal	(as needed to maintain a neat appearance)
Aerating & over seeding	<u>1</u> in the fall (includes fertilizer)
Pine Needles	<u>1</u> time(s) per year
Mulch Installation	<u>1</u> time(s) per year
4 Flats of summer annuals	<u>1</u> time(s) per year

All Weeds are to be sprayed to be killed or to be pulled in front yard and natural area in the back.

Blow underneath deck after spring pollen and after winter leaves have fallen.

Control Bermuda grass from encroaching yard on one side of the yard in the FALL.

Mowing, edging & trimming: CONTRACTOR will mow all turf areas weekly during growing season, during the hours of 10am – 7pm, M-F (Saturday if rain delay). All sidewalks, fences, driveways and other surface areas will be edged as needed for a neat appearance, using either a weed eater or edger. Clippings will be left on the lawn as long as there is no evidence of disease. CONTRACTOR will clean all clippings from sidewalks and other surfaces before leaving the client property.

Pruning: CONTRACTOR will prune shrubs by hand or using gas or electric powered shears, as needed to ensure proper informal shape, fullness and bloom. CONTRACTOR will not prune trees unless agreed upon outside of this contract.

Fertilization: CONTRACTOR will fertilize all turf areas with a granular fertilizer per schedule indicated above.

Aerating and over seeding: CONTRACTOR will aerate and over seed per schedule as indicated above.

Optional services such as annual flowers, mulching, pine needles, irrigation systems, thatch removal, patio installation, retaining wall installation, fencing, walkways, lighting, etc. are NOT a part of this contract. These may be agreed upon by CONTRACTOR and CLIENT for an additional fee.

Insurance and liability: CONTRACTOR agrees to carry full liability and workers compensation insurance as required by law.

CONTRACTOR is NOT responsible for:

- 1) Death or decline of plant materials due to improper selection, placement, planting or maintenance BEFORE the date of this contract.
- 2) Damage due to improper irrigation components in existence at the time of contract execution.
- 3) Exposed cables or sprinkler components normally found below the surface of the lawn.
- 4) Flooding, storm or wind damage.
- 5) Disease or damage to lawns and/or landscape as the result of excessive or inadequate irrigation.
- 6) Damage caused by any item hidden in the landscape and not clearly marked.
- 7) Damage due to vandalism.

The term of the contract is for a period of One (1) Year, beginning May 1st, 2017 and ending May 1st, 2018.

This contract is for maintenance of property located 9630 Julian Clock Road. The charge for the specified services is 1,043.00 and payment will be due by the 15th of the following month.

CONTRACTOR accepts checks, money orders or credit cards. CLIENT agrees to pay a \$35 fee for each check returned for nonsufficient funds. Any additional or unscheduled services agreed upon by CONTRACTOR and CLIENT will be billed separately, with payment due 15 days from date of invoice.

CLIENT agrees to pay monthly finance charges of 2% on all past due balances. CLIENT may cancel the contract by:

- 1) Submitting 30 days written notice to office at address listed below.
- 2) Payment of account in full for any outstanding balances.
- 3) Payment of a termination fee of \$200.00 (for cancellation prior to the expiration of the contract).

CLIENT agrees to pay all legal fees incurred by CONTRACTOR due to collection for nonpayment of balance due per contract. This contract shall be governed by the laws of the state of North Carolina in Iredell County.

Iran Divestment Act: L&M Construction shall not be listed on the Final Divestment List (“**DivestmentList**”) created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.*, (“**Iran Divestment Act of 2015**”). L&M shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

NC Everify: L&M Construction shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if L&M utilizes a subcontractor, L&M shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

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I HAVE FULLY READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

This agreement will automatically end as of **May 1st 2018.** A new agreement will be negotiated for renewal of services at that time.

In witness whereof, the parties to this contract have signed and executed it as indicated.

_____ CLIENT	_____ Date	_____ L&M CONSTRUCTION OF BLAIRS, LLC	_____ Date
-----------------	---------------	--	---------------

Client Phones: Home _____ Cell _____

Email address: _____

Billing Address: _____
