



PROACTIVE, PERFORMANCE, PARTNER
204 RIVER HILLS DR. • NASHVILLE, TN 37210
OFFICE: (615) 391-3434
WWW.LANDSCAPESERVICESINC.COM

2016 CONTRACT PROPOSAL

March 30, 2016

Contract No. - 20568

THE CLOISTER AT ST. HENRY

This is an agreement between Landscape Services, Inc., 204 River Hills Dr., Nashville, TN 37210, and The Cloister at St. Henry ("Client"), Attn: David Floyd, 2400 Crestmoor Road, Nashville, TN 37215.

Thank you for inviting LSI to submit a proposal for your property. As your Trusted Landscape Advisor, LSI is committed to partnering with you to provide a premium quality landscape management experience. Please review the following proposed scope of services:

BASE MOWING SERVICE

Lawns shall be mowed, edged and blown clean routinely during the growing season to maintain a manicured appearance, up to the 30 times. LSI will implement industry 'Best Practices' for mowing services. ***In this Agreement, LSI will govern its use of mowing techniques and equipment selection by utilizing its professional discretion in regards to appropriate mower size usage.*** Designated extra small lawn areas will typically be mowed by utilizing high tech 30" wide push-style mowers. These premium commercial quality small mowers are efficient and effective for a community such as The Cloister, and will minimize damage to extra small lawns while delivering superior cut quality. LSI will utilize the 30" mowers ONLY on lawn areas not easily mowed or accessible by larger type mowers. Designated small, medium and large lawn areas will be mowed with hydrostatic commercial walk-behind type mowers, typically 48-60" width which also deliver a premium cut quality. Lawn clippings will not be collected or bagged but rather recycled back to the soil surface or mulched in an effort to promote a healthier lawn and be environmentally friendly. Due to the design of the ground level home structures within the community, LSI is concerned about potential damage to the exposed utility wiring, flashing, and siding along the sides of many homes. LSI can not be responsible for past damage to such structures or disturbance caused by normal mowing techniques (LSI will be responsible for any neglect issues). LSI recommends spraying non-selective herbicide along the sides of these designated homes to provide a neutral transition zone between the house and lawn (an extra charge only upon board approval).

SHRUB & GROUND COVER PRUNING

Designated 'Common areas and Club house' Shrub & Groundcover pruning shall occur to consistently maintain the natural or desired form of the plant and according to its intended usage in the landscape. Manual pruning methods will be implemented to encourage proper plant growth and promote plant health. The shearing method will be minimized and only be utilized when the specific plant responds favorably to such an approach. The frequency of pruning will vary based on the shrub growth characteristics of each plant variety.

PERENNIAL CARE

'Common area and Club House' Perennials & liriopce groundcover to be cut back during the dormant or cool season to provide a neat appearance and promote next year's growth.

WEED CONTROL

Designated common area plant beds (only) shall continuously be kept reasonably free of weeds. LSI will utilize legally approved herbicides as well as remove weeds by manual means to control weed growth in an effort to maintain a consistent neat appearance. This line item service does not include hardscape/crack weed control in the asphalt and concrete areas throughout the community (an extra charge only upon board approval)..

PRE-EMERGENT APPLICATION

Granular pre-emergent herbicide application to all plant beds and tree saucers to inhibit weed growth

ORNAMENTAL TREE CARE

Designated 'Common areas and Club house' pruning of tree foliage including sucker growth, dead limbs, low limbs, water sprouts, etc... as needed throughout the year, not exceeding 12' in height or the height of a standard extension pole pruner. Any tree work over 12' in height may be an extra charge only upon board approval.

LEAF REMOVAL

Leaves will be removed or mulched from the property during the Fall season. This proposal includes only 2 major leaf removal/mulching visits during the Fall season (one in November and 1 in December) to provide a reasonably neat and safe environment. If additional leaf removal/mulching visits are desired by the owner, then an extra charge will apply upon approval.

PINE STRAW APPLICATION

Pine Straw (needles) applied in designated 'common area' plant beds and tree saucers only - utilizing approximately 75 bales per occurrence. This proposal includes 'trench edging' the bed borders just prior to the applications to provide definition of the beds from the turf.

SEASONAL COLOR (SPRING FLOWERS)

Includes bed preparation by tilling and adding soil amendments as needed, installation of up to 100 square feet of 4" potted warm season annual flowers, initial fertilization, and mulching with pine fines.

SEASONAL COLOR (FALL FLOWERS)

Includes bed preparation by tilling and adding soil amendments as needed, installation of up to 100 square feet of 4" potted cool season annual flowers, initial fertilization, and mulching with pine fines.

SEASONAL FLOWER MAINTENANCE

Includes routine annual flower maintenance services such as: fertilization, dead-heading, pinching, insect & disease control applications, re-mulching & weed control. Deer & rodent controls are not included in this service but can be performed as an extra charge as needed on approval.

2016 CONTRACT SUMMARY			
INCLUDED SERVICES	OCCURS	COST EACH	TOTAL COST
BASE MOWING SERVICE	30	\$2,400.00	\$72,000.00
SHRUB & GROUND COVER PRUNING	4	\$500.00	\$2,000.00
PERENNIAL CARE	1	\$215.00	\$215.00
WEED CONTROL	35	\$75.00	\$2,625.00
PRE-EMERGENT APPLICATION	2	\$75.00	\$150.00
ORNAMENTAL TREE CARE	1	\$300.00	\$300.00

LEAF REMOVAL	2	\$2,000.00	\$4,000.00
PINE STRAW APPLICATION	2	\$750.00	\$1,500.00
SEASONAL COLOR (SPRING FLOWERS)	1	\$500.00	\$500.00
SEASONAL COLOR (FALL FLOWERS)	1	\$500.00	\$500.00
SEASONAL FLOWER MAINTENANCE	6	\$25.00	\$150.00
TOTAL:			\$83,940.00

BILLING SCHEDULE

MONTHLY BILLING SCHEDULE	Invoice Amount
MAY 2016	\$6,995.00
JUNE 2016	\$6,995.00
JULY 2016	\$6,995.00
AUGUST 2016	\$6,995.00
SEPTEMBER 2016	\$6,995.00
OCTOBER 2016	\$6,995.00
NOVEMBER 2016	\$6,995.00
DECEMBER 2016	\$6,995.00
JANUARY 2017	\$6,995.00
FEBRUARY 2017	\$6,995.00
MARCH 2017	\$6,995.00
APRIL 2017	\$6,995.00
TOTAL:	\$83,940.00

Should our proposal meet your approval, please authorize by signing below.
 Thank you for the opportunity to submit this proposal. Upon acceptance, this document becomes a binding contract between both parties. Contract start May 1 2016 and ending April 30, 2018 with no increase in pricing for years 1 and 2. *Year 3 start date May 1, 2018 - April 30, 2019 the total contract pricing would increase by 3%.
 This contract automatically renews annually unless LSI is notified per the terms below on or before 30 days of the contract ending date.

Irrigation System Maintenance: Troubleshooting, repairs, or major adjustments can be performed on an as needed basis at the following rates:
 \$75.00 per hour for a skilled technician
 \$45.00 per hour for labor personnel
 Plus the cost of parts or materials

POLICIES CONCERNING PAYMENT & CANCELLATION

As this is an annual contract, payments shall be made hereunder on a monthly basis in equal installments. Accordingly, LSI will submit invoices on a monthly basis in equal amounts on or about the 1st of each month during the month in which the services are to be provided. Payment is due within 30 days. Any payment that is more than 30 days late shall be subject to a finance charge of 1 ½% per month (18% annually), until fully satisfied and paid. If LSI is required to engage the services of professionals to collect any amounts due and owing hereunder, in addition to the amounts owed, and interest thereon, it is acknowledged that the customer shall also be liable and pay LSI its costs, fees, attorney's fees, and expenses incurred as a result thereof.

Should the customer believe or have the opinion that LSI is in default under the terms and conditions of this Contract, then prior to taking any other action, the customer shall formally notify LSI by certified mail, return receipt requested, of its opinion. Said notice shall set forth the specific events or actions that the customer believes constitute instances of default. Upon receipt of said notice, LSI shall have thirty (30) days to either cure or otherwise resolve such instances leading to default. Thereafter, should the said default remain uncured, the customer shall then

have the right to notify LSI in writing, via certified mail, return receipt requested, that the Contract is then void. Upon receipt of said notice to void the Contract, LSI shall submit to customer its final invoice that shall set forth and reflect the value of all work, services and material provided by LSI under the Contract as of the date of cancellation thereof. Any invoice provided to customer due to LSI's default as outlined above, shall reflect only that amount of the actual value of work, services and materials provided or to be provided during the month of termination of the Contract. Accordingly, a final invoice as contemplated herein will reflect the total value of work, services and materials provided under this Contract, less any previous payments, to reflect the final balance due and payable. Termination of this Contract shall not be final until payment of any amounts due by customer, as reflected by the final invoice have been made to LSI.

By _____
Michael Riley

By _____

Date _____
March 30, 2016

Date _____

LANDSCAPE SERVICES, INC.

THE CLOISTER AT ST. HENRY