



Bella Terra Landscapes & Garden Center
13482 Spicer Rd.
Ellendale, DE 19941
Phone: (302) 422-9000
contact@BellaTerraDE.com

Thursday, August 25, 2022
Estimate# ME-6978

Westtown Village HOA
Windflower Dr.
Millsboro, DE 19966

Bryan Lookup

Westtown Village HOA-Commons

This landscape maintenance agreement shall commence on **1/1/2023** and expire on **12/31/2023**. These services will be done in a professional workmanlike manner. Bella Terra is fully licensed in the state and towns of Delaware. Our workers are fully covered by Workers Compensation Insurance. Termination of this contract must be in writing 30 days prior to cancellation. Upon termination, you are financially responsible for all work completed on your property. In the event the contract is terminated before the twelfth month, all work completed to that day will be converted to time and material. Therefore, additional fees or refunds may be applied. Any work above and beyond what is listed in this agreement will be billed via time and material. Our rates for lawn and landscape maintenance personnel are \$50.00 per man per hour.

Contracted Services

Weekly Service

This service will include mowing and trimming all turf areas. Edging beds and walkways will be completed on a biweekly schedule. All hard surfaces littered with grass clippings and debris will be blown off after every visit. 28 weekly cuts will be scheduled 7 days apart. In the event of inclement weather on your scheduled day, the service will be scheduled the following week. If additional cuttings are needed, you will be charged the per visit price for each extra visit. By signing this contract, you agree to those extra charges. Cutting height will be set to 3.5". Weeding of beds will take place during these weekly visits. This will be performed by using post emergent herbicides and hand weeding. Cracks in walkways, curbs and other hard surfaces will be sprayed with a post emergent herbicide to eliminate weed growth.

28 Visits

Spring Cleanup

This service involves removal of debris in beds and redefinition of bed edges. This service will be completed before the installation of mulch in the spring. Removal of excessive mulch is not included in the scope of work. Removal of excessive mulch can be completed upon request as an add on service.

1 Visit

Mulch Installation

Mulching is done once a year in the spring after all beds have been cleaned, weeded, and edged, this includes tree rings. A 2" layer of Dyed Brown hardwood mulch will be spread. A pre-emergent herbicide will be applied throughout your beds once all mulch is installed.

1 Visit

Herbicide Application

Once in or around the beginning of July, a pre-emergent herbicide will be applied to beds in the common grounds.

1 Visit

Fall Cleanup

The fall cleanup consists of weeding and cleaning beds along with pruning plant material. Ornamental grasses and perennials will be cut back. Evergreen and deciduous shrubs will be pruned to maintain their shape. This is to include trees up to 8' in height. Trees 8' tall and higher can be done as an add on service. A pre-emergent herbicide will be spread once all beds have been cleaned.

1 Visit

Turf Nutrient Management

Your turf nutrient management program is a 4-step process. Below are the 4 treatments that will be completed.

Lawn Treatment #1 (Crabgrass Pre-Emergent) Services are scheduled between March and April. First application includes a specially formulated fertilizer and pre-emergent. The pre-emergent herbicide eliminates a variety of annual weeds including crabgrass.

Lawn Treatment #2 (Crabgrass Control)

Services are scheduled between March and April. This granular application contains essential elements for rapid green up and pre-emergent protection from unwanted grassy weeds, such as crabgrass.

Lawn Treatment #3 (Broadleaf Treatment)

Services are scheduled for June/July. A broadleaf weed control is applied to control all unwanted annual weeds which have germinated over the summer.

Lawn Treatment #4 (Fall Treatment) Services are scheduled between October and November. The fourth and final application is a fertilizer designed to prepare the lawn for the fall. The application is designed to promote early stimulation of the roots which provides stronger root development leading into the winter.

4 Visits

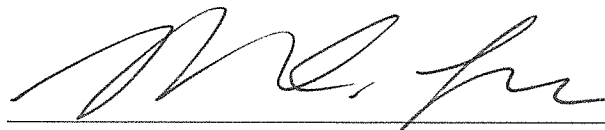
Grand Total: \$27,000.00

Sales Person:

Vega, Julio

Date:

Client Signature:



Date:

9.20.22

This proposal is valid until Friday, September 23, 2022.

Payment Schedule

1	Jan-01-2023	\$2,250.00
2	Feb-01-2023	\$2,250.00
3	Mar-01-2023	\$2,250.00
4	Apr-01-2023	\$2,250.00
5	May-01-2023	\$2,250.00
6	Jun-01-2023	\$2,250.00
7	Jul-01-2023	\$2,250.00
8	Aug-01-2023	\$2,250.00
9	Sep-01-2023	\$2,250.00
10	Oct-01-2023	\$2,250.00
11	Nov-01-2023	\$2,250.00
12	Dec-01-2023	\$2,250.00

Payment Terms: Net 15

Acceptance of contract: A statement will be sent to you via mail or e-mail at the beginning of each service month. Payments are due upon receipt of the monthly statement. Any account not paid within 15 days from the date of the invoice will be deemed delinquent and shall be assessed a late penalty fee of 3% on the balance due. If your account reaches 60 days past due, services will be suspended. If it shall be necessary for Bella Terra to file suit for collection, all costs including collection fees, attorneys' fees, and court costs shall be paid by the client. Bella Terra shall be entitled to reimbursement of unpaid contract plus 3% interest over 15 days. This agreement shall be binding on the parties and on their successors, legal representatives, and assigns. In the event gas prices rise above \$3.50 per gallon, a fuel surcharge will be applied to your invoice for each visit made to your property.

Any structure that has grass growing up against it and could be damaged when trimming, Bella Terra will not be held liable. It is recommended that mulch, stone, or another type of a protective material be installed to minimize potential damages. Bella Terra reserves the right to not mow a property if the lawn is considered too wet. Bella Terra will not be held responsible for damages to lawns where irrigation systems are managed by individual homeowners. This includes but is not limited to ruts and uneven/bumpy surfaces. Bella Terra Landscapes reserves the right to examine allegations of damage to a property. Once a manager has viewed the property to inspect the claim, he / she will determine, in writing, whether the claim is valid, and a reimbursement is required. Bella Terra Landscapes will not be liable for invalid claims. Additionally, Bella Terra Landscapes will not be liable for indirect, special, or consequential damages that may occur, including breach of contract, breach of warranty, liability, or tort claims. The client agrees that Bella Terra Landscapes' liability will not exceed the contracted price negotiated for services upon which a claim is based. If any action is filed for breach of contract or otherwise, it must begin within one year after the cause of action. All questions a homeowner/tenant may have must be reported to the property manager or management company. Not directly to Bella Terra. From there, the property manager will contact Bella Terra directly.

It is the client's responsibility to divulge any property conditions that may impact work on the premises. The client acknowledges that the cost set forth in the contract is based only on the conditions that a visual inspection of the property would reveal at the time. If a subsurface or concealed impediment hinders Bella Terra Landscapes from performing the work negotiated in the contract, the customer accepts responsibility for all costs in remedying the property so that work may recommence. Under no circumstances will Bella Terra Landscapes be responsible for any damages, costs, or liabilities associated with hidden subsurface conditions in connection to work performed under this contract. Bella Terra will not be held responsible for homeowners/tenants' personal property left in the yard including but not limited to toys, hoses, and sprinklers.

Cleanup from severe storms that cause significant damage to the landscape. The contractor will charge an agreed upon additional fee for restoring the grounds back to its normal maintained condition. This may include removal of tree and shrubs, large quantities of branches and other fallen vegetation.

For Irrigation repairs that are needed or requested, our rates are \$75.00/hr. per Lead service technician and \$55.00/hr. per assistant; Parts are charged at retail value. Irrigation Service calls are \$70.00 and include the first 1/2 hour of labor; Any time over 30 minutes will be charged the service call fee and hourly rate of Lead techs (\$75/hr.) and asst. techs (\$55); Parts are charged at retail value

If applicable, irrigation winterizations will take place between 10/15-12/15. In the event of unseasonably cold weather during this time, Bella Terra will not be held liable for cracked or frozen pipes and or parts.

Bella Terra Landscapes may occasionally take photos of our work to display on our website and social media. By signing this contract, you consent to having photos taken of your property.

Please provide us your mailing address on the lines below**A 3% processing fee will be assessed for invoices over \$1,000.00 paid via credit card. Only one payment method per invoice permitted**

Westtown Village C/o IPS

413 Larch Circle Newport DE 19804

Note: This proposal may be subject to change and/or withdrawn if not signed and returned within 30 days of the date it was issued.



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Contracted Services

Mowing

This service will include mowing and trimming all turf areas, edging all walkway/driveway areas, and blowing off all hard surfaces. This service typically begins mid-April with 28 cuts scheduled. If more than 28 cuts occur, you will be billed for those extra cuts. By signing this contract, you agree to those extra charges. In the event of inclement weather on your scheduled day, the service will be scheduled the following week. Cutting height shall be determined by turf type and season. Any structure that has grass growing up against it and could be damaged when trimming, Bella Terra will not be held liable. It is recommended that mulch, stone, or another type of a protective material be installed to minimize potential damages.

28 Visits

Spring Cleanup

This service involves removal of debris in beds and redefinition of bed edges. This service will be completed before the installation of mulch in the spring. Removal of excessive mulch is not included in the scope of work. Removal of excessive mulch can be completed upon request as an add on service.

1 Visit

Mulch Installation

Mulching is done once a year in the spring after all beds have been cleaned, weeded, and edged, this includes tree rings. A 2" layer of Dyed Brown hardwood mulch will be spread. A pre-emergent herbicide will be applied throughout your beds once all mulch is installed.

1 Visit

Herbicide Application

In or around July, a pre-emergent herbicide will be applied to all beds at the single-family homes.

1 Visit

Fall Cleanup

The fall cleanup consists of weeding and cleaning beds along with pruning plant material. Ornamental grasses and perennials will be cut back. Evergreen and deciduous shrubs will be pruned to maintain their shape. This is to include trees up to 8' in height. Trees 8' tall and higher can be done as an add on service. A pre-emergent herbicide will be spread once all beds have been cleaned.

1 Visit

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4 Visits

Grand Total: \$30,000.01

Sales Person: _____
Vega, Julio

Date: _____

Client Signature:  _____

Date: 9-10-22

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9	Sep-01-2023	\$2,500.01
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