

FOR MAINTAINING THE GROUNDS AT AT LAKE GRANBURY HARBOR OWNERS
ASSOCIATION. AT SMARTY'S LAWN CARE AND SERVICES, WE KNOW THE
IMPORTANCE OF THIS OVERALL PROJECT AND WILL PROUDLY WORK TO PROVIDE
THE TOP-NOTCH SERVICE RESIDENTS DESERVE.

#### LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement ("Agreement") is made and entered into as of March 4th, by and between Lake Granbury Harbor Owners Association (hereinafter referred to as "Client") and Smarty's Lawn Care Services LLC (hereinafter referred to as "Contractor").

# 1. PROJECT OVERVIEW

**Objective:** To maintain and enhance the aesthetic and functional aspects of the community's landscapes and grounds.

Location: 3631 Lake Granbury Drive, Granbury, Texas 76048.

**Contract Duration:** One (1) year, with automatic monthly renewal unless terminated by either party in accordance with this Agreement.

# 2. SCOPE OF SERVICES

The Contractor agrees to provide the following services at the Property:

- **Mowing:** Mow all grass in all common areas to maintain a uniform height between 2.5 and 3 inches.
- Weed Eating: Trim vegetation in areas inaccessible to mowers.
- **Blowing/Cleanup:** Clear debris from sidewalks, driveways, and other hardscaped areas.
- Fence Line Maintenance: Trim vegetation along fence lines to ensure a clean appearance.

# **Service Frequency:**

Services will be performed according to the following schedule:

				Fence Line	
Month	Mow	Weed Eat	Blow/Cleanup	Maintenance	
Jan-Feb	As needed	As needed	As needed	As needed	
March	4	4	4	4	
April	5	5	5	5	
May-Oct	4	4	4	4	
Nov-Dec	As needed	As needed	As needed	As needed	

# 3. WORKING CONDITIONS & RESPONSIBILITIES

- **Edging:** All areas around trees, shrubs, buildings, posts, fences, sidewalks, and curbs will be edged with each mow.
- **Signage Visibility:** Plants, trees, and shrubs must be maintained to ensure visibility of monument signs, street signs, and all building signage.
- Advisory Role: The Contractor will notify the Client of any areas requiring reseeding or resodding.
- Operating Hours: Work will be conducted between 8:30 A.M. and 5:00 P.M., unless otherwise approved by the Community Manager.
- Equipment & Materials: The Contractor shall provide all necessary tools, materials, and equipment required for service completion.

## 4. PAYMENT TERMS

- Cost Per Mow: \$2,220.00 (weekly payment).
- Payment Due: Payments shall be made weekly upon completion of services.
- Late Payments: If payment is not received, the Contractor may:
  - 1. Recover interest at a rate of 18% per annum on unpaid amounts.
  - 2. Suspend services until all past-due amounts are paid. If suspension exceeds **30 days**, the Contractor may terminate the Agreement immediately.

### 5. TERMINATION

- Either party may terminate this Agreement by providing 60 days' written notice.
- Termination does not relieve either party of any outstanding obligations incurred prior to the termination date.

## 6. LIABILITY & GOVERNING LAW

- The Contractor shall be liable for damages or injuries caused due to negligence.
- This Agreement shall be governed by the **laws of the State of Texas**, and any disputes shall be resolved within its jurisdiction.

# 7. ACCEPTANCE & SIGNATURES

By signing below, both parties agree to the terms and conditions outlined in this Agreement.

Client:
Lake Granbury Harbor Owners Association
Signature:
Printed Name:
Date:
<del></del>
Contractor:
Smarty's Lawn Care Services LLC
Signature:
Printed Name:
Date: