

RUNYON LANDSCAPE MANAGEMENT, INC.

December 14, 2023

To: West Hampton Woods

Thank you for your business the last two years. It is much appreciated.

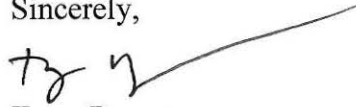
I have enclosed a new two-year Landscape Maintenance Contract. There are a few changes in the contract. I have listed them below:

- 1) I have added in a 3% increase over the life of the contract.
- 2) I added in one new operation – “Upper Lake Area Line Trim”. We have been invoicing this as a miscellaneous item.
- 3) Additional work man hour rate and irrigation repair man hour rate have increased.
- 4) There is a Fuel Surcharge if fuel gets above \$4.00 per gallon. We hope it does not get that high again but we need to recoup costs if it does.

If you need any additions, deletions or changes please let me know.

Thank you again for your business.

Sincerely,



Terry Runyon
Runyon Landscape Management, Inc.

RUNYON LANDSCAPE MANAGEMENT, INC.

2024 & 2025 CONTRACT
FOR LANDSCAPE MAINTENANCE
AT
WEST HAMPTON WOODS

The following outlined items will constitute the entire contract and agreement for the landscape maintenance operations that will be performed by RUNYON LANDSCAPE MANAGEMENT, INC. for WEST HAMPTON WOODS.

This contract is in force from January 1, 2024 until December 31, 2025. RUNYON LANDSCAPE MANAGEMENT, INC. will offer additional onsite services such as landscaping, property upgrades and other needs. These additional services will be priced out if requested or done on a time and material basis. These additional services will be bound by the agreements in this contract.

LAWN MOWING: Mowing will be performed by a uniformed crew.

Cutting height could vary depending on the season however cutting height will remain between 2" and 4". Walks and driveways will be blown off if grass clippings accumulate during the mowing process.

NUMBER OF OCCURRENCES 28 PRICE PER OCCURRENCE \$250 \$ 7000

*Additional mowing above 28 times will be at \$250 per mow.

UPPER LAKE AREA LINE TRIM: The upper lake area will be line trimmed every week on the mowing day.

NUMBER OF OCCURRENCES 28 PRICE PER OCCURRENCE \$35 \$ 980

SIDEWALK & CURB EDGING: The sidewalks and curbs will be edged fourteen times per year.

NUMBER OF OCCURRENCES 14 PRICE PER OCCURRENCE \$30 \$ 420

LAWN FERTILIZER, BROADLEAF WEED CONTROL & CRAB-GRASS PREVENTER: A fertilizer, broadleaf weed control and crabgrass preventer will be applied to the lawn area one time in late spring.

NUMBER OF OCCURRENCES 1 PRICE PER OCCURRENCE \$190 \$ 190

*The areas included in this application are the pool area and the front entrance.

SHRUBBERY PRUNING: Shrubs will be pruned two times during the year. Shearing is the pruning method.

NUMBER OF OCCURRENCES 2 PRICE PER OCCURRENCE \$295 \$ 590

*The areas included in this application are the pool area and the main entrance.

BED WEED CONTROL: The mulched beds will be hand weeded or a chemical will be applied to the beds to help control weeds as a post emergent.

NUMBER OF OCCURRENCES 28 PRICE PER OCCURRENCE \$20 \$ 560

*The areas included in this application are all mulched areas and lava rock areas.

BED & TREE RING MULCHING: All beds and tree rings that are currently mulched will be mulched with 1"-2" of dyed brown mulch one time in the spring.

NUMBER OF OCCURRENCES 1 PRICE PER OCCURRENCE \$2118 \$ 2118

*The areas included in this application are all existing mulched areas.

ORNAMENTAL GRASS CUT OFF: Ornamental grasses will be cut off one time during the year. The debris will be hauled away.

NUMBER OF OCCURRENCES 1 PRICE PER OCCURRENCE \$225 \$ 225

IRRIGATION SPRING OPENING: Water will be turned on, zones will be walked and the clock will be set for spring operation. A list of repairs (with prices) will be given to the property manager for approval.

NUMBER OF OCCURRENCES 1 PRICE PER OCCURRENCE \$275 \$ 275

IRRIGATION FALL CLOSING: Water will be shut off and the irrigation system will be evacuated using forced air. Clocks will be turned off.

NUMBER OF OCCURRENCES 1 PRICE PER OCCURRENCE \$225 \$ 225

IRRIGATION BACK FLOW DEVICE INSPECTION: The irrigation back flow device will be inspected per St, Louis County. All paper work will be sent to St. Louis County.

NUMBER OF OCCURRENCES 1 PRICE PER OCCURRENCE \$125 \$ 125

IRRIGATION REPAIRS: Miscellaneous repairs (not on a proposal) will be at "Time & Material". The price is \$75 per man hour (portal to portal) plus materials and parts.

ADDITIONAL WORK: Any additional onsite services, landscaping, site upgrades, drainage work, etc. will be on an hourly basis at \$50 per man hour (portal to portal) plus material. Cost estimates can be given beforehand if needed. Any work performed above and beyond this contract will be bound by this contract's provisions.

RUNYON LANDSCAPE MANAGEMENT, INC. will have uniformed, supervised crews performing the work.

A total price of 12,708 for the year 2024, a total price of \$12,708 for the year 2025 will be charged for the items in this contract. Each year it will be invoiced in 12 equal installments of \$1059 due on the first day of each month beginning January 1, 2024 and ending on December 1, 2024, beginning on January 1, 2025 and ending on December 1, 2025. There could be additional operations performed each month also. Each month's invoices will be paid in full within 30 days of the invoice date. The operations in this contract will be performed at, but may not be limited to West Hampton Woods.

A service charge of 1.5% per month will be charged and payable on invoices over 30 days old. This contract may be cancelled by RUNYON LANDSCAPE MANAGEMENT, INC. for non-payment of invoices as outlined in this contract.

At any time during the term of this contract should the average retail of fuel in the St. Louis – St. Charles exceed \$4.00 per gallon for more than a 15 day period in any one month RUNYON LANDSCAPE MANAGEMENT, INC. shall be entitled to levy a surcharge as follows on that month's invoice amount.

\$4.00 - \$4.49/gal – 3%
\$4.50 plus/gallon – 4%

NOTICE TO OWNER:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

If RUNYON LANDSCAPE MANAGEMENT, INC. engages an attorney to enforce or defend its rights, then, in addition to all other sums due from WEST HAMPTON WOODS, RUNYON LANDSCAPE MANAGEMENT, INC. shall be entitled to recover the costs of such enforcement including, without limitation, reasonable attorney's fees and expenses, title work and court costs.

RUNYON LANDSCAPE MANAGEMENT, INC. will carry liability insurance, equipment insurance and standard worker's compensation insurance. WEST HAMPTON WOODS for itself and for its successors and assigns shall defend, indemnify and hold harmless RUNYON LANDSCAPE MANAGEMENT, INC. for any and all damages, accidents, occurrences or claims which might arise or be asserted against RUNYON LANDSCAPE MANAGEMENT, INC. from WEST HAMPTON WOOD'S performance of (or failure to perform) the required maintenance and from the construction, presence and existence of the Landscape.

A party's failure to insist upon strict performance of any provision of this contract is not a waiver of any of its rights under this contract. Except if expressly stated otherwise, all remedies under this contract, at law or in equity are cumulative and nonexclusive. If any portion of the Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

Any failure or delay by a party in the performance of its obligations under this contract is not a default or breach of the contract or a ground for termination under this contract to the extent the failure or delay is due to elements of nature or acts of God, acts of war, terrorism, riots, revolutions, or strikes or other factors beyond the reasonable control of a party (each, a **"Force Majeure Event"**). The party failing or delaying due to a Force Majeure Event agrees to give notice to the other party which describes the Force Majeure Event and includes a good faith estimate as to the impact of the Force Majeure Event upon its responsibilities under this contract, including, but not limited to, any scheduling changes. However, should any failure to perform or delay in performance due to a Force Majeure Event last longer than thirty (30) days, or should three (3) Force Majeure Events apply to the performance of a party during any calendar year, the party not subject to the Force Majeure Event may terminate this contract by notice to the party subject to the

This contract and all signed addendums constitute the entire agreement between RUNYON LANDSCAPE MANGEMENT, INC. and WEST HAMPTON WOODS. No term or provisions of this contract may be waived or modified by either party unless the waiver or modification is in writing and signed by the party against whom the waiver or modifications is sought to be enforced.

I have read and agree to this contract: Tj By Upmish
Date: 12/14/2023 Name _____ Title _____

I have read and agree to this contract: _____
Date: _____ Name _____ Title _____