

The Grove Landscape Maintenance Contract

This Contract is between **A Plus Yard, LLC (Contractor)** and **Craft Farms Property Owners' Association (CFPOA)** This contract provides for the total scheduled lawn and landscape maintenance services for:

The common areas for the village of The Grove.

- **Common area is** the reference to the entire city's dedicated right of way (R.O.W.) and the platted parcels known as common area. Common areas include entrances, well areas and areas agreed on in this contract. Entrances include the ditch and right of way between the entrance and the road. The area maintained inside entrances include but not limited to the landscaped area, the sections around the landscaped areas and a strip on each side of the road from the entrance to the first residential lot Common areas will be maintained similar to residential lots.

The Grove

- Square shaped lot at the east end of the village, (parcel id:389722)
- Rectangular lot that parallels Live Oak Drive on the north side, bound by sidewalk on south side and the entrances on the east and west end. (parcel) id:389721
- Rectangular shaped lot at west end of village (parcel id:274311)

The Grove Village Representative will be responsible **for administering this contract** on behalf of the CFPOA Board of Directors and CFPOA Landscape Committee. The CFPOA one-person contact is the The Grove Village Representative.

The **term of this contract** begins on August 1, 2026 through December 31, 2027.

The contract provides for 38-40 service visits each year to each area.

The 38-40 visits are to be scheduled as follows: 2026 - weekly in August through September, two in October, one in November and one in December.

2027 - one in January, one in February, three in March, weekly in April through September, two in October, one in November and one in December. Should there be substantially more or less than 35 visits per year, the parties agree to negotiate the appropriate compensation or

refund based on a cost per visit calculation. The cost per visit is a calculated cost based on the annual cost divided by 38-40.

Additional service visits may be requested by the PVR at the cost per visit.

The cost per visit is a calculated cost based on the annual cost divided by 38-40. In the event a partial or special service is required (for example, additional leaf pickup) that service will be negotiated at a cost agreed to by both parties

- The Costs for the Annual Services are shown on "Attachment A" and on A Plus Yard, LLC Contract (attached).

SCOPE OF WORK

Scheduled services include but are not limited to the following:

Work Hours Restriction: No work shall begin before 8:05 AM local time for gasoline powered equipment and 7:00 AM local time for battery powered equipment. Landscaping services are to be minimized on Saturday and Sunday.

Mowing: Turf shall be mowed to a height as turf type and conditions dictate. Mower blades shall be kept sharp to prevent shredded grass tips. Grass will be left high enough to self-shade. The grass shall not be scalped.

- Mower decks shall be kept level in accordance with manufacturer specifications and tires shall be kept properly inflated to produce a clean, even cut and to prevent making ruts in the lawn.
- Mowing stakes are in certain areas to separate golf course from CFPOA. Otherwise, natural ground lines, such as lakes, trees and ditches define limits of mowing.

Edging: Edging of beds, all concrete and asphalt. Blowers will be used to clean driveways, sidewalks, curbs and asphalt of organic materials caused by mowing and edging. Excessive debris, including fallen limbs and branches shall be removed. Debris will not be blown onto patios, into storm sewers and lakes or left in streets. Edging is required for all sidewalks, curbs and streets in common areas for each service visit.

Policing of Grounds: Each maintenance visit will include a general cleanup program. This will include, but is not limited to, removal of all debris including fertilizer bags and chemical containers on roadways curbs & gutters, drains, parking lots and sidewalks

amount, in the event the contract is canceled or modified, a refund or payment will be made based on the actual number of service visit accomplished up to the date of the cancellation or notification.

Significant Events: the event of a significant event such as a hurricane, tropical storm, or other Act of God requiring extensive debris clean up, removal, and disposal, the parties agree to negotiate fair compensation for this additional work.

HOMEOWNER COMPLAINTS

In the event a resident has a complaint regarding the quality of work, the resident will contact The Grove Village Rep (TGVR) by email or phone. The TGVR will contact the resident, the TGVR and the GCC within 24 hours. After the issue is resolved, the TGVR will text (or call) the resident to report the problem is resolved.

WORK PERFORMED FOR HOMEOWNERS

Residents can request the Contractor to perform additional services not within the scope of services provided by the Contractor. This could include additional shrub trimming, plant removal and replacement and/or fertilizing. In the event a resident request the Contractor to such perform this additional work, the Contractor will negotiate such work directly with the resident and be paid directly by the resident.

OTHER NOTICES

- 1 **Insurance:** The Contractor shall maintain throughout the period of this agreement the following types and minimum amount of insurance:
 - a. Worker's compensation and employer's liability insurance, as required by law, covering all its employees who perform any of the obligations of the Contractor under this contract.
 - b. Public Liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
 - c. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, non-owned, leased, or hired shall have limits for bodily injury for death of not less than \$300,000 per person and

including all common areas. Material shall be disposed of by the Contractor. This section does not supersede other sections within the Scope of Work

Fertilizer and Chemicals: Contractor **shall not** apply fertilizer or pesticides. The Contractor may recommend the application of fertilizer or pesticides, but the CFPOA will contract with a certified and licensed operator for the application.

Pine Straw: Pine straw will be installed in April per the applicable cost in ***Attachment A***.

Damage to Irrigation System, Plant Material and Personal Property: Contractor may be responsible for all damage to personal property, irrigation equipment and plant material caused by maintenance procedures/personnel. Contractor shall notify the CF Property Manager as soon as possible after damage occurs. All repairs and service will be performed by the CFPOA unless otherwise authorized by the (GCC). The Pinehurst Village Representative along with the Grounds Committee Chair shall make the determination as to responsibility on a case-by-case basis. All material and labor expenses may be billed to the Contractor.

Change Orders: The CFPOA may, with the approval of the Contractor, issue general directions within the general scope of any services to be performed. Such change (the Change Order) may be for additional work or the Contractor may be directed to change the direction of the work covered by the Change Order. No change will be allowed unless agreed to by the Contractor and the CFPOA in writing.

Indemnification: The Contractor agrees to hold harmless and indemnify the CFPOA against any and all claims, suits, damages, cost or legal expense resulting from action, inaction, conduct or negligence of the Contractor, his personnel or sub-Contractors.

Cancellation: The CFPOA reserves the right to cancel the contract by giving a 30-day written notice.

Invoicing: Invoicing will be on a calendar month basis and will be at the rates shown on the applicable Monthly Cost column of ***Attachment A***. This invoicing may be submitted to CFPOA as early as the 15th of the month being billed but will not be paid until after the last day of the billing month. Since monthly invoicing is based on 1 / 12 th (one twelfth) the annual contract

\$300,000 each occurrence and property damage limits of \$300,000 for each occurrence. A single limit of \$300,000 for bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

d. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the CFPOA. The Contractor shall cause the CFPOA, P.O. Box 1187, Gulf Shores, AL 36542) to be named as an "Additional Insured" on all policies of insurance required in section B and C of this section. The Contractor shall furnish a certificate evidencing compliance with foregoing requirements to the CFPOA.

e. The Contractor will provide written notice to the CFPOA of any cancellation or material change in the insurance within 30 days of any such change.

2. Independent Contractor: The Contractor shall perform the work as an independent Contractor, not as a sub-Contractor, agent, or employee of the CFPOA.

CRAFT FARMS LANDSCAPE SERVICE CONTRACT FOR VILLAGE

Attest: Joshua Giles (Contractor) Date 7/29/26
Joshua Giles – A Plus, LLC

Attest: John Mitchell (CFPOA) Date 7/28/26
John Mitchell, President, Craft Farms POA

Attest: Shawna Stefankiewicz (CFPOA) Date 8/3/26
Shawna Stefankiewicz, The Grove Representative

