

February 7, 2016



REYES BROTHER MULTISERVICE LLC

7405 Northrop Road

Alexandria, VA 22306

202-8132-5543

240-601-2690

[RBM LLC@hotmail.com](mailto:RBM_LLC@hotmail.com)

THIS AGREEMENT is made February 26, 2016 by and between owners of ReyesBrother Multiservice, LLC.

SPRING/ FALL MAINTANCE CONTRAC FOR: GREENBROOK ESTATE H.O.A

BILLING TO: Greenbrook Estate H.O.A

C/O Perry Property Management

9701 Apollo Drive, Suite 301

Largo, MD 20774

Contact Person: Sharon Perry

Contact Phone: 301-821-3452

Contact Email: sharon@perrypropertymgmt.net

SERVICE AREA INCLUDES ALL COMMON AREA TURF, PLANTING BEDS AND STREET TREES. THIS SHALL ALSO INCLUDE THE WOODED AND WETLAND AREAS WITHIN THE BOUNDRY OF THE GREENBROOK ESTATES HOA.

SCOPE OF WORK

- Mowing of all turf areas bi-weekly (this counts for the entire growing season, regardless of the number of cuts, and includes mowing into late November to ensure a neat

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appearance over the winter). Minor amount of trash and debris will be removed from the turf prior to cutting. Excess grass will be removed from the turf to maintain a neat appearance. Trimming around fences or any obstacle, etc. Blowing of the street walks and curbs will be performed with each visit.

- A healthy, green and vibrant lawn starts with regular mowing and trimming. A well-maintained lawn is more resistant to weeds and other pests. Our landscaping maintenance services include lawn mowing, trimming and edging around your sidewalks and curbs.
- The mowing equipment will be maintained in a good working condition to ensure quality cutting.
- Any additional work required by the Client or proposed by the Contractor which is not specified on the Lawn Care Schedule shall be quoted for separately and when completed added to the invoice.
- Invoices shall be issued at the end of every month with payment due within 15 days from the date of invoice.
- The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.
- The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement. There will be prove of insurances and license attached to the end of this agreement.
- If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, failing which the cost of all missed services shall be deducted from the invoice.
- Spring/Fall cleanup of the entire service area. Removal of all trash, debris, etc. within the wooded areas of the HOA property.

OBLIGATIONS OF THE CLIENT

- The Client does not need to be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 7am to 5pm.
- The Contractor shall be responsible for the removal of any objects, pet waste, rubbish etc. that will hinder the Contractor in performing under this agreement.

LIABILITY

- The Contractor shall indemnify, defend and hold harmless the Property Owner(s) and the Management Company from and against all loss, cost, damage, and expenses arising as a result of negligent or intentional acts of all persons or equipment performing services under this contract while they are at or about the property.
- The Contractor shall carry, at his/her own expense, statutory and sufficient insurance coverage, including property damage, general liability, and worker's compensation. A

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Certificate of Insurance shall be provided by the Company to the property manager for their records.

- The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.
- The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.
- The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his employees in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.
- The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.
- The Contractor shall be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides or fertilizers. Liability shall be limited to the replacement of the plant(s) by the Contractor.

WHOLE AGREEMENT

- This Lawn Care Contract constitute the sole and entire Agreement between the parties with regard to the subject matter here of and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Lawn Care Schedule provided such termination or amendment is made in writing and submitted to the other party 15 days prior to taking effect.

ASSIGNMENT

- No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Contract without the prior written consent of the other party.

SCHEDULING

Turf-mowing season could span over eight to nine months, usually March to December. The following is the schedule we strive to follow, weather permitting!

Early Spring to April: Every 7 to 10 days.

July to September: Every 7 to 14 days.

October to season's end: Every 7 to 21 days.

The following areas will be mowed as specified:

- Area behind 7111 Matthew Street- Mow once a month; Allows hill/slope to keep turf established.
- Area behind 7107 Matthew street- Mow once per month
- Area behind 7013 Matthew street- Mow once per month
- **Do not mow 7902 Kara court down by bridge**

MULCH

Adding hardwood mulch to your landscape benefits shrub beds by helping to retain moisture, control weeds, prevent erosion, protect from temperature extremes and to improve the appearance of our bed areas and is critical to the overall success of our complete maintenance program. Our mulch is free of sticks, pinecones and debris. The fee quoted includes mulching of all street trees;

- Delivery of mulch.
- Establishment of a vertical trench to define the bed area.
- Removal of weeds in the beds.
- Removal of mulch from foliage of plants.
- Installation of mulch.
- Clean up of all debris from installation process.
- Proper disposal of debris.
- Blowing of concrete surfaces & turf areas to clear debris.
- Mulch must be replenished a minimum of twice per year, depending on your property's conditions if needed to change again I will be so.

ADDITIONAL MAINTENANCE:

WEED CONTROL AND FERTILIZATION:

Any additional work will be charge at the rate of \$45 per hour plus materials or a contract price upon determination of inf0estation. We are designed to maintain a healthy, turf-type tall fescue lawn free of most broadleaf weeds and undesirable grass species. It consists of: **LAWN CARE TREATMENTS:** • Treatment 1: Pre-emergent crabgrass control, post-emergent broadleaf weed control & early spring fertilizer with iron. Treatment 2: Pre-emergent crabgrass control, post-emergent broadleaf weed control & spring fertilizer with iron. • Treatment 3: Late spring fertilizer with slow release nutrients & broadleaf control. Treatment 4: Fall fertilizer with high phosphorus to promote healthy plants and new seedling development. The type of fertilization will depend upon over-seeding. Treatment 5: Late fall fertilizer to promote cold weather tolerance and healthy spring green up. Broadleaf weed control also applied. **FUNGICIDE PREVENTATIVE TREATMENTS:** Brown patch fungus is a common disease that affects turf-type tall fescue in late spring. Our series of 3 preventative treatments applied throughout the summer helps to prevent the occurrence of the disease in your lawn. **BERMUDA SUPPRESSION TREATMENTS:**

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Bermuda grass is a rhizomatous grass that spreads rapidly through turf-type tall fescue lawns. Our series of 3 suppressive treatments helps to reduce the occurrence of Bermuda grass in your lawn. Pesticides are used at label rates and applied with techniques tested by the cooperative extension service. The first season we apply herbicide to your lawn, we will not have a completely weed free lawn, but you will notice a significant decrease in the weed competition in your lawn. It will be a combination of the entire landscape management program that will truly improve the look of your turf-grass.

AERATION and OVERSEEDING:

Aeration and over seeding: Once per year during the fall season we will provide core aeration and seeding. Aeration relieves soil compaction and increases the availability of air, water, and nutrients. Also, aeration minimizes thatch buildup. Over-seeding (at rates recommended by the manufacturer) with our custom blend of certified seed will help establish a thick, healthy lawn.

PAYMENT

The term of this agreement shall be for one year with an option to renew.

TOTAL CONTRACT FOR SERVICES: \$16,900.00

Initial Deposit of \$3000.00 with remaining balance paid in 10 installments of \$1390.00 payable at the end of each month beginning March 2016.

Authorized Signature: _____

For Reyes Brother Multiservice, LLC

Date: 2-26-2016

Accepted By: _____

Authorized Agent for Greenbrook Estates Title: President

Date: 2-26-16

Print name: _____

EDUARDO V. POTENS

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 21, 2016

This is to certify that the certificate of organization of

Reyes-Brothers Multiservice llc

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 21, 2016



State Corporation Commission

Attest:

Joel H. Peck
Clerk of the Commission



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

TEMPORARY CERTIFICATE OF BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE (BPOL)


This completed form serves as your temporary BPOL license until permanent license is received.

Owner Name REYES BROTHERS MULTISEVICE, LLC	License Year 2016
Trade Name RBM	Issue Date 02/19/2016
Location Address 7405 NORTHROP RD ALEXANDRIA, VA 22306	License Number 2016-REYE

Temporary certificate of Business, Professional and Occupational License (BPOL) are valid for 75 days from the date of issuance. The temporary certificate of BPOL will automatically expire when the Department of Tax Administration issues a permanent license for the business. Permanent licenses will be sent by mail once payment is submitted.

For any questions concerning this license, please call 703-222-8234 between the hours of 8:00 a.m. to 4:30 p.m., Monday – Friday. Hearing impaired persons may call TTY 703-222-7594. Español 703-324-3855. Emails may be sent through our website at www.fairfaxcounty.gov/dta.

Office Use Only



Business, Professional, & Occupational
License (BPOL)

Dept. Tax Administration
Clerk ID 873

Juan B. Rengel, Director
Personal Property and Business License Division
Department of Tax Administration

DEPARTMENT OF TAX ADMINISTRATION (DTA)
PERSONAL PROPERTY DIVISION
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Fairfax, VA 22035
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