

MAINTENANCE AGREEMENT

The purpose of this agreement is to clearly state the terms and conditions under which the Calvin C. Craig Landscaping will provide maintenance and/or landscaping services to the client at the address listed herein.

Service Days and Hours of Operation

Client's property is assigned a day and approximate time according to your proximity to other accounts and to the needs you have conveyed to us. The amount of time we spend on your property may vary slightly; you will be billed based on an average time. Crew size may also affect the amount of time we are at your site: three people for 40 minutes is the same amount of labor as two people for 60 minutes.

We can generally work around your schedule. If you have special needs, such as a sleep schedule or refuse collection, please indicate them on the **SPECIFICS** questionnaire of this agreement. Day and hours may vary occasionally due to special projects and situations, such as holidays, rain, extra work or emergencies. Missed days will be made up automatically at the first available opportunity. Contractor will deduct any charges that may apply to a missed service if acceptable arrangements cannot be made.

Normal crew operating hours: 7:30 am to 4 p.m. (Later when necessary)

Office Hours: 7:00 am to 5 p.m. Monday through Friday

Calvin is generally in the field Mondays and Wednesday or Thursday. IF URGENT PLEASE CALL ON CELL PHONE AT 925.766.6305. At all other times, please call the office and leave a message on the 24-hour answering machine and we will return your call as soon as possible.

Holidays

Contractor will not work on the following holidays: New Years day, Thanksgiving, Christmas and most major Federal holidays. Please let us know if you have any holidays or special days you would like us to work around. Specify on your Specifics Page or let us know in advance.

We Perform the Following:

- **Pruning of plants** and trees under 15 feet tall for health, flower production and aesthetics. Trees and shrubs exceeding 15 feet will be at crew's discretion. For very large trees we can recommend several good arborists that are insured, licensed and certified. If you have specific pruning preferences, please include those on the Specifics Page.
- **Field diagnosis and management of plant pest and diseases problems.**

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- **Identification and management of weed problems.** For management of weeds, pest and plant diseases, we primarily use compost tea or purchased products approved for organic gardening. Occasionally we may use a synthetic herbicide, gopher poison, or other toxin if there is no other economical or otherwise feasible means of dealing the immediate problem. We select chemicals that are the least hazardous to the natural environment, as well as humans and pets. They are applied safely and as little as possible such as spot treatments. **Only EPA registered pesticides are used. We can also provide 100% organic pest management upon request.* Our goal is to keep your vegetation healthy through proper irrigation, pruning and managing for healthy soils, Thus encouraging an environment for vegetation to resist pests and diseases.**

Product labels and information on bio-controls, pesticides and other chemicals or controls will gladly be provided upon request. We are licensed by the state and county for pesticide use, and file monthly reports of usage.

*100% Organic gardening (not using toxic chemicals) may be more labor intensive and require weekly service for monitoring and retreatment. Some biocontrols may be extra also.

- **Mowing, edging and blowing** are included in your maintenance service contract as needed, unless you specify otherwise. We use mulching mowers which naturally fertilizes your lawn with the cut grass and leaves after finely cutting them up.

In order to be more efficient, we use power blowers. We will use brooms and rakes instead, at your request, however you should be aware that doing so requires more time and will increase the cost of your service.

Irrigation (Sprinklers and Drip System)

Testing, adjusting and controller programming can be done either as an extra (on request) or can be included within the maintenance service, time allowing, if you indicate a preference for this on the SPECIFICS questionnaire. We can also program your controller (time clock) to each circuit's specific watering needs and adjust it throughout the year.

We also inspect, repair, modify, and install new or existing systems upon request. Rates for this vary depending on work requirements.

We will not be responsible for prior improperly installed sprinkler heads or lawn pop-ups that extend $\frac{3}{4}$ " above grade or higher. Damage caused by vandalism or extreme conditions beyond contractor's control shall be charged on a time and materials basis. Irrigation is your responsibility unless specified on your Specifics Page.

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Wooden Lawn Edging and Posts

Generally we use a motorized string trimmer for edging lawns and ground cover. We use these tools with caution so not to damage the wood or edging, on occasion this is unavoidable and some wear and tear may occur. We suggest the use of masonry, metal or plastic guards around trees and posts in turf areas. We will not be responsible for normal wear and tear. We will gladly use hand trimmers at your request, but this may increase the time and cost of your service.

Extras

Additional work will be scheduled on non-maintenance days, unless is a very small job (less than 1 hour). All additional fees of \$100.00 or less for extras will be included on your regular maintenance bill. Amounts exceeding \$100.00 are due the same day as services rendered. Other arrangements may be made with prior written consent between the contractor and you. The maintenance service is primarily for maintenance, having us perform planting and/or extra work during your regular service time could prevent regular maintenance from being performed. Please feel free to let us know your priorities through a phone call or by a note posted conspicuously. We will try to accommodate all your gardening needs.

Materials and Supplies

The maintenance crew will furnish all materials and equipment necessary to carry out the aforementioned services. Most chemicals and fertilizers are included in the service price. The following are extra:

Compost tea	\$20/gallon (bulk discount)	Laborer	\$37-39/hr
Fertilizer (Organic)	\$2/lb	In-House Designer	\$45-55/hour
Lawn Seed	\$3.00/lb	Construction foreman	\$55-65/hour
Debris hauling	\$5.00/ bag	Service Call	\$110/hour
	\$25 cubic yard	Emergency repair	min 1 hour
	\$75 min/Truck		includes drive time
Trash	\$7/ bag		
Gopher poison	\$1.00/TBS		
Sluggo (safer) snail bait	\$4/ lb.	Not charged for:	
Deer repellent	\$5.00/pt.	Fish Emulsion/Seaweed Fertilizer	
Organic controls	Varies	Spot treatments with pesticides/fungicides	
Cottonseed meal	\$2/lb		

Note: there may be other materials that we charge for that are not in the above list. Prices may change.

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Limited Warranty

All hardscape work, such as irrigation and woodwork, has a 1 year guarantee for defective material or installation only if installed by Calvin C. Craig Landscaping or his subcontractor. Vandalism, normal wear, power failures, and "acts of God" are not covered. All plants purchased and installed by us are guaranteed for 1 year except annual flowers, which are guaranteed for 90 days in season. We cannot be responsible for plant loss due to a fault in an irrigation system that we did not install, animal damage, microbial damage and fungal damage acquired after installation, over- or under-watering (unless we manage the irrigation) or other such problems, though we will do our best to prevent them. We also cannot guarantee 100% control of weed or pest problems. Some areas may require retreatment, and will be billed as an extra, unless otherwise stated.

Payments

We will mail you a monthly statement along with a maintenance log sheet which shows exactly who was there, their hours, and what they did. These will show services rendered from the 16th of the previous month to the 15th of the current month or the 1st of the month to the end of the month whichever is your choice of billing periods. Payment is due within ten days. Bills left unpaid past 14 days will be considered delinquent and services may be suspended until payment in full is rendered.

Accounts 30 days past due will receive a service charge of 2% per month (minimum of \$5).

Your prompt payment is greatly appreciated.

Payments are to be sent to the office:

**Calvin C. Craig Landscaping
2380 West Shell Avenue
Martinez, CA 94553**

Checks should be made payable to:

Calvin C. Craig Landscaping or Craig Landscaping

Any discussions regarding services should be directed to: Calvin Craig at

**(925) 935-5269 (office)
(916) 293-4389 (fax) or
calvincraig@comscast.net (e-mail)**

Billing questions: Bill Beckerman 510-763-2455