

# SAMPLE MAINTENANCE CONTRACT

## Orchard Villa HOA Maintenance Contract

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This contract is an agreement between \_\_\_\_\_, hereinafter referred to as the contractor, and Orchard Villa Homeowners Association, hereinafter referred to as the client. Contractor and client hereby promise and agree to the following: The contractor agrees to provide the services detailed in the following specifications and attached Technical Addendum (if applicable). A maintenance worksheet will be supplied to the client each time work is done. The client agrees to pay the charges specified herein.

### Section 1: Lawn Maintenance Considerations

- 1.1 Mowing, Edging and Trimming:** All turf areas shall be mowed on Thursday so that no more than 1/2 of the leaf blades are removed per mowing. Mowing shall be with a rotary mower. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety. Clippings will be left on the back yards as long as no readily visible clumps remain on the grass surface 36 hours after mowing. All front yard and street side clippings will be bagged and disposed of in the clients designated dumpster.
- 1.1.1** Tree rings and plant beds and all buildings, fences, parking lots and other surfaced areas bordered by grass will be trimmed every other mowing. *There shall be no trimming around driveways or sidewalks.* Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide so as to not interfere with or intercept water output. No balding of the turf is allowed at any time.
- 1.1.2** Contractor will clean all clippings from sidewalks, curbs and roadways immediately after mowing and/or trimming. Clippings will not be swept, blown, or otherwise disposed of in sewer drains.
- 1.2 Fertilization:** All turf areas shall be fertilized as per the maintenance specifications attached. Complete fertilizers shall be granular in composition and contain 30% to 50% of the nitrogen in a slow or controlled release form. The ratio of nitrogen to potash will be 1:1 or 2:1 for complete fertilizer formulations. Phosphorus shall be no more than \_ of the nitrogen level. They shall also contain magnesium and micronutrients (i.e. manganese, iron, zinc, copper, etc.). Fertilizer will be swept off of walks and drives onto lawns or beds. After fertilization, a minimum of \_ inch of water will be applied by the client.
- 1.3 Pest Control:** The contractor will inspect lawn areas each visit for indications of pest problems and advise the client or representative of such problems. Upon confirmation of a specific problem requiring treatment, pesticides will be applied as needed on a spot treatment basis, whenever possible, using the least toxic, effective pesticide.
- 1.3.1** All spraying of pesticides and fertilizer applications will be performed when temperatures are below 90° F and wind drift negligible.
- 1.3.2** No pesticide will be applied to turf areas without the express approval of the client. This includes weed and feed formulations. Records will be kept on pests identified and treatment(s) rendered for control.
- 1.3.3** Pesticide applications will be made in accordance with the rules and regulations governing use of pesticides in Utah. Posting and notification of pesticide sensitive persons will be done.
- 1.3.4** All pest control service is in addition to the basic contract charges. The amount charged will be on a per job basis based on materials cost plus labor. The cost will be agreed on by client and contractor before such service is rendered.

## **Section 2: Landscaping & Plant Maintenance Considerations:** Trees, Shrubs, Ground Covers

**2.1 Fertilization:** Established shrubs and trees in lawn areas exposed to lawn fertilizations will not be fertilized supplementally.

**2.1.1** Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to Utah State University Cooperative Extension recommendations.

**2.2 Pest Control:** Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases, and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary using least toxic methods. All spraying will be performed when temperatures are below 90° F and when wind drift is negligible.

**2.2.1** First choice will be insecticidal soaps, horticultural oils and biological controls such as *Bacillus thuringiensis* (Bt) formulations. Weeds in beds or parking lot areas will usually be removed mechanically or by hand. Upon client approval, herbicides may be employed for heavy weed infestations.

**2.3 Pruning:** Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness, and bloom. Tree pruning will be done once (1) per year and is limited to branches. All litter will be removed by the contractor. No pruning will be done during or immediately following growth flushes. Branches will be pruned just outside the branch collar. Pruning paint will not be applied.

**2.3.1** Sucker growth will be removed by hand from the base of trees.

**2.3.2** No herbicides will be used for this purpose.

**2.4 Contractor Negligence:** Replacement of dead or injured plants due to pests or contractor negligence will be done without cost to client. Replacement of stolen, vandalized or damaged flowers will be charged based on \$\_\_\_\_\_/plant.

## **Section 3: Irrigation System Considerations**

**3.1 Inspection/Testing:** The contractor shall inspect and test all components and zones in the irrigation system monthly and shall reset zone times according to seasonal evapotranspiration changes. Minor adjustments and repairs such as head-emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the contractor, with the client paying for parts.

**3.1.1** The spring of every year the contractor will recalibrate each zone following Cooperative Extension Service recommendations.

**3.1.2** During weekly maintenance, the contractor will note and report to client any symptoms of inadequate or excessive irrigation, draining problems, etc.

**3.1.3** Repairs or system beyond the above scope will be charged to the client at an hourly rate per person plus parts. The contractor will notify the client or client's agent, of the nature of the problem before repairs are made.

**3.2 Water Cycles:** The contractor shall water the grass at the most three times per week. There shall be no watering of the grass on Wednesday or Thursday. The contractor will determine the length of each water cycle in conjunction with the days per week that the grass is being watered.

**3.2.1** Should the conditions warrant the contractor will turn off the sprinkling system during periods of excessive rainfall.

## **Section 4: Pool Maintenance & Restroom Cleaning Considerations:** Requires State Pool Certification

The client shall provide all pool and restroom cleaning equipment, chemicals, testing kit and cleaning supplies for contractor. Client will provide necessary keys for contractor to access pool and supplies. When supplies are low the contractor shall notify the vendor of what supplies are needed.

**4.1 Water Testing:** The water shall be testing a minimum of two times a day (more often if conditions warrant). The pH level should be between 7.2 and 7.4 to maintain water balance and chlorine effectiveness. (The pool holds 20,000 gallons)

**4.1.1 Water Temperature:** Shall be maintained between 83 and 86 degrees. Contractor will adjust heater accordingly to maintain temperature.

### **4.2 Application of Chemicals:**

**4.2.1 Chlorine Tablets:** Shall be added as needed depending upon water test results. The chlorine filter shall be adjusted to maintain proper chlorine levels and checked daily.

**4.2.2 Shock:** Shall be shocked once a week per container instructions.

**4.2.3 Soda Ash:** Shall be added based upon water testing results and applied per container instructions.

**4.2.4 Acid:** Shall be added based upon water testing results and applied per container instructions.

**4.2.5 Clarifier:** Shall be applied once a week per container instructions.

**4.2.6 Algae Control:** Shall be applied once a week per container instructions.

**4.2.7 Descaler:** Shall be applied as needed per container instructions.

### **4.3 Vacuuming, Skimming and Sweeping of Pool and Pool Deck:**

**4.3.1 Vacuuming:** Shall be thoroughly vacuumed (bottom & sides) 2 to 4 times a week as conditions warrant. The pool shall be vacuumed a minimum to 2 times a week regardless of conditions.

**4.3.2 Skimming:** Shall be skimmed every morning regardless of conditions. The pool shall be skimmed in addition after thunderstorms and excessive wind events to maintain proper chemical balance.

**4.3.3 Pool Deck:** Shall be swept or hosed off every Thursday (after the grass has been mowed and trimmed) and additionally as conditions warrant.

- **Weed Control:** All weeds shall be removed from all deck areas either manually or with an approved upon weed killer provided by the client.
- **Pest Control:** Any identification of pests (i.e. ants, wasps) shall immediately be sprayed by an approved upon pest killer provided by the client.

### **4.4 Pump Room:**

**4.4.1 Back Flush:** Shall be back flushed 2 to 4 times a week dependent upon conditions.

**4.4.2 Cleaning of Catch Container:** Shall be taken out and cleaned completely once half full.

**4.4.3 Pump Room Checks:** Shall monitor daily for any leaks and or other malfunctioning gauges/valves. Contractor will notify client immediately of any leaks or other equipment malfunctions.

**4.5 Hours of Operation:** The pool shall be open from 9am to 9pm from May 1<sup>st</sup> to May 31<sup>st</sup> and September 1<sup>st</sup> to September 30<sup>th</sup>. The pool shall be open from 8am to 10pm from June 1<sup>st</sup> to August 31<sup>st</sup>.

**4.6 Pool Cover:** The pool cover shall be covered every night. The pool shall also be covered during excessive wind/dust events and thunderstorms. The contractor shall post a sign on the pool gate explaining why the pool has been closed and reopened when conditions allow.

**4.7 Cleaning of Restrooms:** Toilets, sinks, mirrors, garbage cans, floors and walls shall be completely cleaned once a week. Paper towels, toilet paper and hand soap shall be checked daily.

**4.7.1 Trash Bin Pick-Up:** Contractor shall bring out large garbage can to street every Friday morning and return to pool area after trash pick-up.

## **Section 5: Swamp Cooler Maintenance Considerations**

**5.1 Spring Start-Up:** Contractor shall clean out all debris inside cooler, check air filters, belts, water hoses/pipes, turn on water and check to make sure cooler is working properly inside of unit.

**5.1.1 Dates:** All swamp coolers shall be serviced between April 1<sup>st</sup> and April 15<sup>th</sup>.

**5.1.2 Parts & Labor:** Any replacement parts needed for proper operation of the swamp cooler shall be billed directly to the homeowner. The contractor shall bill client for costs of labor.

**5.2 On-Call Maintenance:** Contractor shall provide on call maintenance from April 1<sup>st</sup> through October 15<sup>th</sup>. The on-call maintenance shall compose of the following:

**5.2.1 Turn Around Time:** Contractor shall service swamp cooler within 24 to 48 hours of notification.

**5.2.2 Parts & Labor:** Contractor shall bill individual homeowners for their cost of any replacement parts. Contractor agrees to charge \$ \_\_\_\_\_ per/hour for all labor costs in which the contractor will be each individual homeowner.

**5.3 Winterization:** Contractor shall unhook necessary hoses and drain water completely out of system.

**5.3.1 Dates:** All swamp coolers shall be winterized between October 1<sup>st</sup> and October 15<sup>th</sup>.

**5.3.2 Parts & Labor:** Any replacement parts needed for proper winterization of the swamp cooler shall be billed directly to the homeowner. The contractor shall bill client for costs of labor.

## **Section 6: Other Services Available:** (Priced by contractor on a per job basis)

**6.1** Landscape additions/renovations/transplanting. Transplanting of existing trees will be accomplished during March or October.

**6.2** Plant or turf replacement (not attributed to contractor negligence).

**6.3** Major irrigation system modifications.

**6.4** Fence repair and painting.

**6.5** Minor and/or major stucco repair.

**Section 7: Considerations for Insurance, Licenses, Permits and Liability**

The contractor will carry liability amounts and workmen's compensation coverage required by law on his operators and employees and requires same of any sub-contractors and provide proof of same to the client (if applicable). The contractor is also responsible for obtaining any licenses and/or permits required by law for activities on client's property.

**7.1 Situations which the Contractor may deem are his/her responsibility:** Any damage due to operation of his equipment in performing the contract. Complying with all laws pertaining to protected plant species. Damage to plant material due to improper horticultural practices. Improper replacement or retrofitting of irrigation system components. Injury to non-target organisms in application of pesticides.

**7.2 Situations which the Contractor may deem are not his/her responsibility:** Death or decline of plant materials due to improper selection, placement, planting, or maintenance done before the time of this contract. Damage due to improper irrigation components existing at the time of contract execution. Exposed cables/wires or sprinkler components/lines normally found below the lawn's surface. Flooding, storm, wind or cold damages. Disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components provided these were reported to the client, or irrigation restrictions imposed by the State of Utah or local authorities. Damage caused by or to any item hidden in the landscape and not clearly guarded or marked. Damage due to vandalism.

**Section 8: Property Description, Services Provided, Terms, Conditions and Charges**

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The term of this contract shall be from (dd/mm/yyyy) \_\_\_\_\_ to \_\_\_\_\_  
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If contractor does not fulfill agreed to contract obligations the vendor reserves the right to withhold payment of services until agreed to contract obligations have been completely fulfilled. Any additional or unscheduled services agreed on by client and contractor shall be billed separately.

I HAVE READ FULLY THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM. In witness whereof, the parties to this contract have signed and executed it as indicated.

Client \_\_\_\_\_ Contractor \_\_\_\_\_  
By \_\_\_\_\_ By \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_