



CONTRACT AGREEMENT FOR LANDSCAPING SERVICES

This AGREEMENT made this 13th day of November, 2013 by and between:

Condo Corp. 1010603

(Hereinafter referred to as the “Corporation” or the “Client”)

“and”

Great Escapes Landscaping Ltd.

(Hereinafter referred to as the “Contractor”)

WHEREAS a condominium project (the “Project”) know as Frontier Place located on the certain lands and premises described

Municipal Address: 11, 240040 Frontier Place, Rockyview AB

AND WHEREAS the Corporation is responsible for the control, management and administration of the common property and has agreed to engage the Contractor to perform the work described in this Agreement

AND WHEREAS the Contractor has agreed to do the work described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree and covenant as follows:

1.) **WORK TO BE PERFORMED**

The contractor shall supply all labour, supervision, materials, tools and equipment necessary to perform and complete the following work (the “Work”). Any requests made by the Client to not have the listed work done must be made in writing via email to the Contractor removing any liability responsibilities laid upon the Contractor.

The Work, as itemized in Schedule “A” Attached

2.) **COMMENCEMENT AND COMPLETION**

The Contractor agrees to perform the Work in good workmanlike manner and shall commence the Work to be performed under this agreement on **November 1, 2013 and will continue until October 31, 2014** unless weather conditions and circumstances beyond the control of the Contractor prevent the Contractor from carrying out the Work herein described.

3.) COVENANT

The Contractor covenants and agrees to conform to and abide by all City of Calgary By-Laws, rights of way, easements, restrictive covenants and other regulations respecting real property and the use thereof.

4.) PRICE AND TERMS OF PAYMENT

Client agrees to pay Great Escapes Services the sum of **Ten Thousand Seven Hundred Eighty-Eight Dollars (\$10,788.00) plus G.S.T., which will be paid in 12 increments of Eight Hundred Ninety-Nine Dollars (\$899.00) plus G.S.T., for the period of November 1, 2013 to October 31, 2014**, upon verification that suppliers and accounts have been paid, the final payment shall be released within 30 days of invoice date.

Interest to be charged on all outstanding balances after 30 days at a rate of 24% per annum, should account go into collections, client will be charged any collection fees accrued. Any accounts over 60days will have services suspended without liability, however still contractually obligated including incremented payments. Any administration costs expended to recuperate amount owing will be billed out at the Corporations expense.

The Corporation has 14 days from the date of receipt to declare any billing issues, otherwise the invoice will be considered accepted by the Corporation.

5.) CHANGES AND ADDITIONS INSTRUCTIONS

Any extra services which are performed by The Contractor will be discussed with The Corporation as to the rate of pay to be charged and will be billed at the month end. Extra services are these things which are not included in the service performed portion of the agreement and outlined as “**extras**” located in section 13.) SCHEDULE A

6.) DAMAGE

The Contractor shall be responsible for and shall restore any damages to the property of the Corporation or its owners, caused by or attributed by the Contractor, its agents or employees in any situation that is deemed Contractor negligence. In the event of damages, Contractor must be given written notice of detailed damages along with the opportunity to resolve prior to any service being done. Should the Corporation not wish to use the Contractor to repair the damages, the Contractor shall be given the opportunity to choose from more than one quote and will sign off on selected quote prior to services commencing. In respect to snow covered curbs, walls, edging and sod, Corporation can acquire Contractor staking services which would allow for full responsibility of the Contractor, otherwise the liability for costs and repairs will be on the Corporation unless deemed negligent.

Note: In order for Great Escapes Landscaping Ltd. to be responsible for damages, prior to commencing winter services, a complete walk around must be done with both Great Escapes Landscaping Ltd. and a representative of the condo. All previous damage will be noted and signed off by both parties to distinguish any new damage.

Note: Responsibility for damages will be voided in the event of; Absence of walk around, possibility of damages done by other contractor hired through Property to service site.

7.) DEFAULT

- (a) If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this agreement, the Corporation may, at its option:
- (i.) notify the Contractor in writing that it is in default of its contractual obligations specifying that if such default continues unresolved to the satisfaction of the Corporation for 48 hours after the receipt of such notice, then the Corporation may, without prejudice to any other right or remedy it may have, make good such deficiencies, correct such default or complete the Work, pay all accounts for the claims related thereto and deduct all costs thereof from payment then or thereafter due to the Contractor; or
 - (ii.) may terminate this agreement

8.) IMMEDIATE TERMINATION OF THIS AGREEMENT

Either party for just cause may terminate this agreement by giving 14 days notice, in writing, to the other party.

Note: The Contractor will have 2 days (48 hrs) (weather permitting) to rectify any deficiency in landscaping services provided once notified. If the deficiency is not rectified in 2 days, the Corporation has the right to give notice of termination of contract within a minimum 14 days and a maximum of 30 days. Notice to be given to the Contractor by fax (403-948-0852) and registered letter to 117 First Street NW, Airdrie, AB. T4B 0R3.

9.) CONTRACT RENEWAL

Contract will automatically be renewed for an additional annual term sixty days prior to contract end date, including end date on a renewed contract, unless written notice canceling contract renewal is given to Great Escapes Landscaping Ltd. prior to the sixty day cut off via fax or registered mail. Rate would be adjusted to reflect current inflation.

10.) CONTACT INFORMATION

The Corporation will provide up to date contact information, within 14 days of signing, for himself and all board members to the Contractor, to be used in emergencies, or inability to communicate the Property Manager.

11.) ASSIGNMENT

Neither part shall assign this agreement or any portion thereof without written consent of the other.

12.) WORKERS' COMPENSATION

Prior to commencement of the Work, the Contractor shall provide evidence of compliance by itself and all of its subcontractors with all requirements of the Workers' Compensation, Comprehensive General Liability Insurance and Automobile Liability Insurance (including owned, non-owned and/or hired units) in the minimum amount of **Five Million Dollars (\$5,000,000.00)**. Such insurance shall apply to all injuries to persons and or damage of property of others arising from the operations of the Contractor. Evidence of such insurance shall be provided to Corporation prior to the commencement of work.

13.) 'SCHEDULE A'

ALL INCLUSIVE	
Spring/Summer/Fall – Maintenance	Included
Extra Fees:	
Gravel pickup – Spring	Included
Roundup application	Included
Fertilizer (Liquid application)	Included
Fertilizer (Granular)	Included
Irrigation – Start up	Call for quote
Irrigation – Blow out	Call for quote
General labour rate for non-contract	\$ 55/ hr/ man + drive time
Winter – Maintenance	Included
Extra Fees:	
Plowing of Roadways 2” to 6”	Included
Plowing over 6”	Included
Sanding of Roadways	Included
Snow removal over 5” (I.e.drifts)	Included
Snow Removal – Spring & Fall (Outside on contract Apr – Oct)	Included
De-icer compound (labour included)	Included
Bobcat - Relocate of snow piles (not set out at the time of bidding)	\$ 95/ Hr. (3 hr minimum)
Curb staking	Call for quote
ALL INCLUSIVE	\$ 899.00 / Month

Note: Expect possible service delays on days where the temperature is under -30° C

Note: Parked vehicles – snow removal will not be done within 1m of any vehicles. Once vehicle is removed, second trips hourly rates will apply

Note: Yards must be clear of animal droppings in order to be serviced. Hourly rate applies for return service on a non-service day.

Note: All aforementioned pricing is based on current market value. Surcharges may apply with a 30 day notice

14.) **PREDETERMINED NON-SERVICABLE DAYS & SITUATIONS**

Christmas Day
New Years Day

**Note: Expect possible delays on days where the temperature is under -30° C or over 30° C*

15.) TIME OF ESSENCE

Time shall remain of the essence of this agreement

16.) This agreement shall ensure to the benefit of and be binding upon parties hereto, their heirs, executors, successors and assigns.

**ACCEPTED:
Condo Corp. 1010603**

Per:

Date:

Contractor: Great Escapes Landscaping Ltd.

Per:

Date: