

# Severn Woods HOA Landscaping Contract

This Landscaping Contract (the "Contract") is made and entered into as of [DATE], by and between:

**Organization:** Severn Woods Homeowners Association, Inc.

**Address:** P.O. Box 251, Severn, MD 21144

**Contact:** Mary Robinson (President)

AND

**Contractor:** [Contractor Name]

**Address:** [Contractor Address]

**Contact:** [Name]

## 1. Scope of Work

The Contractor agrees to perform the following landscaping services at the HOA's defined "Areas of Service" following "Services and Schedule".

- Lawn mowing
- Edging

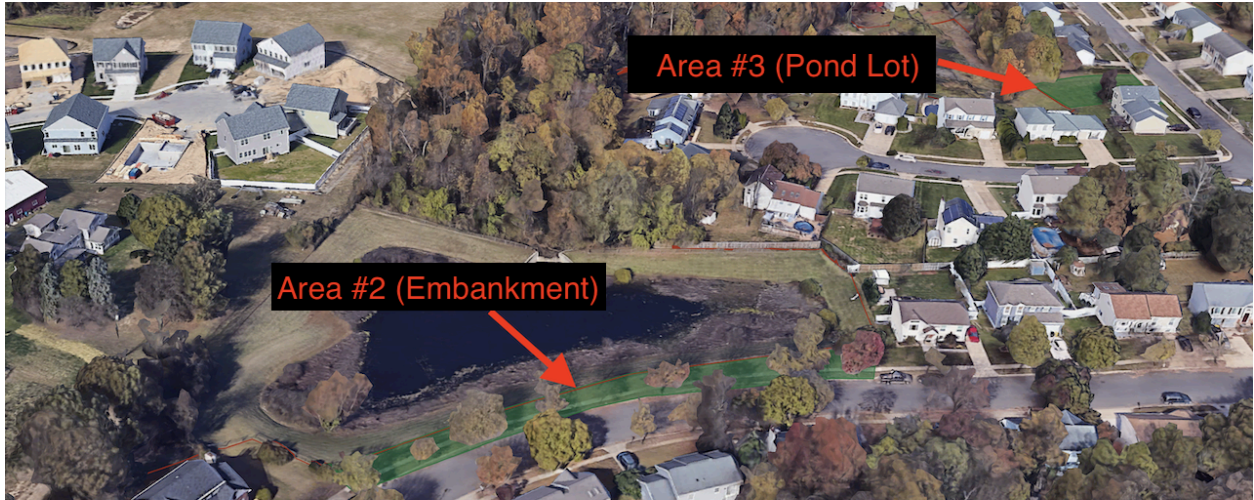
## 2. Areas of Service

The Contractor shall provide services on the following areas:

- **"Entrance"** as defined as the 360 sq. ft area at approx. 1424 Severn Rd.
- **"Pond Lot"** as defined as the ~5100 sq. ft. area at approximately 7852 Golden Pine Ct.
- **"Tot Lot"** as defined as the ~5850 sq. ft. area at approximately 7999 Severn Tree Blvd.
- **"Embankment"** as defined as the ~5235 sq. ft. area at approx. 7918 Severn Tree Blvd.

What follows is aerials and marked maps of the regions in need of mowing/edging. Onus shall be on the Contractor to understand and ask for clarification and request to be shown the areas in person if they do not properly understand these Areas of Service.





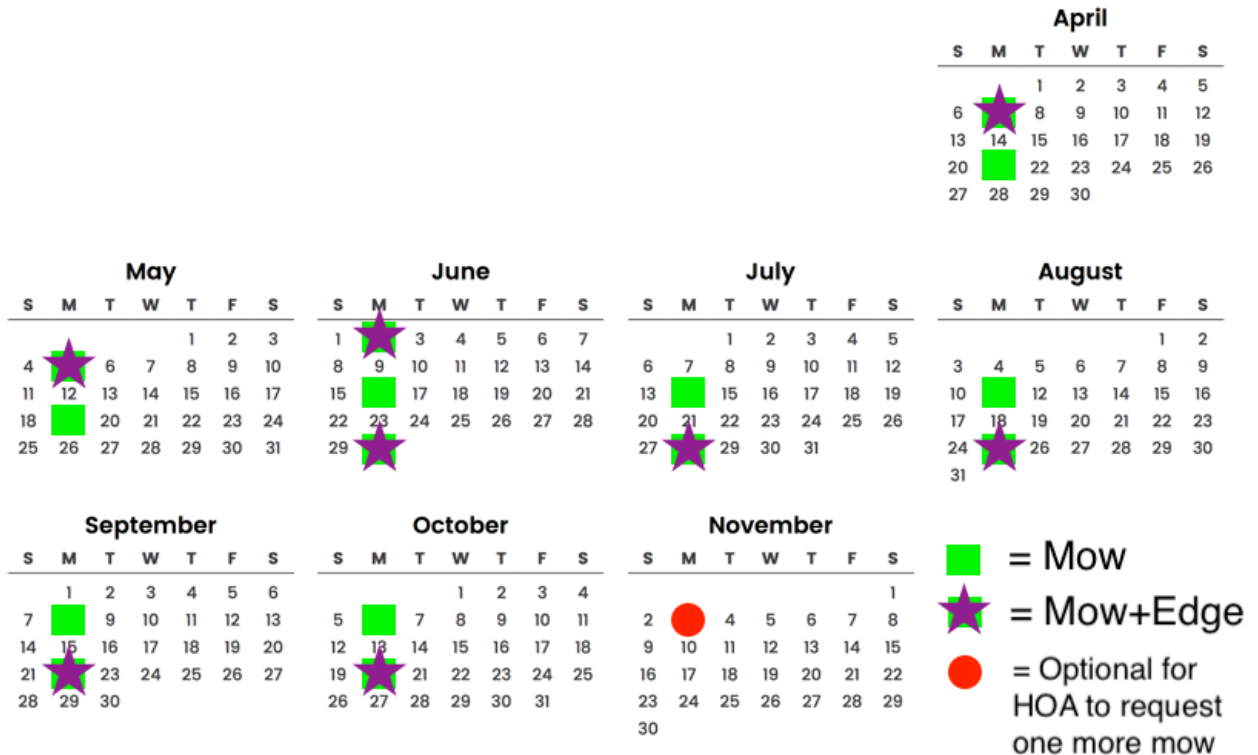
### 3. Services and Schedule

The Contractor shall provide services on the following schedule:

- **Lawn mowing:** once every 2 weeks over 32 weeks (15 total mows with final mow in November being optional on the part of the Homeowners Association if they desire it).
- **Edging:** once every 4 weeks over 32 weeks (8 total)

Additionally, Contractor is responsible for picking up and clearing sidewalks of any and all grass trimmings from mowing and edging.

Ex. schedule if Mondays were preferred day of service.



### 4. Payment Terms

Homeowners Association agrees to pay \_\_\_\_\_ for each of the days where services are rendered (e.g. mowing and/or edging).

- Total Contract Amount: \$[Amount]
- Payment Schedule: Monthly
- Invoices shall be submitted for the given calendar month of services rendered by the 15th of each proceeding month via email for the preceding month and paid within 30 days.
- If HOA submits to Contractor via email or text message not to have Contractor perform a final mow in November with at least a week's notice, HOA shall not need to pay.

**5. Term and Termination**

- Contract Term: **April 7 to November 9**
- Either party may terminate this Contract with 30 days written notice.
- Grounds for termination include but are not limited to non-performance, breach of contract, or non-payment for 45 days.

**6. Insurance and Liability**

- The Contractor shall maintain liability insurance for its workers and shall provide proof upon request.
- The Contractor is responsible for any damage to HOA property caused by negligence.

**7. Indemnification**

The Contractor agrees to indemnify and hold harmless the HOA from any claims, damages, or liabilities arising from the Contractor’s performance under this Contract.

**8. Independent Contractor**

The Contractor is an independent contractor and not an employee of the HOA. The Contractor assumes all liabilities related to employment taxes, benefits, and insurance.

**9. Dispute Resolution**

Any disputes shall first be addressed through mediation. If unresolved, disputes shall be settled in a court of competent jurisdiction in Anne Arundel County, Maryland.

**10. Governing Law**

This Contract shall be governed by the laws of the State of Maryland and county laws of Anne Arundel County.

**11. Miscellaneous**

- Any modifications to this Contract must be in writing and signed by both parties.
- This Contract constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date first written above.

**Homeowners Association Representative**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Landscaping Contractor Representative**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_