



**Abaris Realty, Inc.**

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301-468-8919 • Fax: 301-468-0983

Web Site: [www.abarisrealty.com](http://www.abarisrealty.com)



October 19, 2020

Art Ditzel  
SBC Outdoor Services  
[art.ditzel@sbclandscaping.com](mailto:art.ditzel@sbclandscaping.com)

Re: Tanyard Springs HOA

Dear Art:

The Board of Directors at the above referenced community voted to accept your proposal for the 2021 grounds maintenance subject to the contract addendum drafted by the HOA's legal counsel. Please see the contract addendum attached. **Please execute and return the addendum as soon as possible.** Also, enclosed is the signed contract for your records. Please note that this will be for the 2021 grounds maintenance only. The HOA decided to go with another vendor for snow removal. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shireen Ambush'.

Shireen Ambush, PCAM  
Property Manager

CC: Board of Directors



***Grounds Maintenance Proposal***  
***Tanyard Springs***  
**6920 Heritage Crossing Glen Burnie, MD 21060**

Respectfully Submitted To:  
Abaris Realty  
Shireen Ambush  
301-468-8919  
[sambush@abarisrealty.com](mailto:sambush@abarisrealty.com)

Submitted By:  
SBC Outdoor Services  
Art Ditzel  
410-946-7298  
[art.ditzel@sbclandscaping.com](mailto:art.ditzel@sbclandscaping.com)

Scope of Work: Maintain all turf and bed areas within the common areas only.



***Tanyard Springs HOA,***

SBC Outdoor Services is pleased to submit a professional landscape proposal to you. We are confident our attention to detail will provide you with the Satisfaction your property deserves. With SBC Outdoor Services, you have a team that you can count on to deliver what you expect each day, with a price structure that represents value, quality, and service.

The enclosed proposal was developed based on our review of your property and will demonstrate how our experienced and skilled team will achieve the landscape goals of pristine and nothing else. Within the first 30 days on the job and throughout our service commitment, management and your guests will see a noticeable difference.

Our proposal centers on providing you with an overview of the property conditions based on inspections of our team. Our intent is to lay the groundwork for a partnership with you in developing a plan to improve:

**HOW WE CAN MAKE AN IMPACT:**

**PRISTINE CURB APPEAL:** SBC Outdoor Services takes great pride in the quality of work we perform. We currently service multiple residential and commercial properties in the Maryland area who will argue that providing flawless landscaping is our goal. With SBC Outdoor Services you are getting a partner who shares your vision of creating memorable experiences.

**PRO-ACTIVE COMMUNICATION IS THE FOUNDATION OF A GOOD RELATIONSHIP:**

In today's fast paced world SBC Outdoor Services realizes the importance of pro-active communication and response times. Gary and his team will save you and your staff time by proactively monitoring your property; so, you don't have to. We will bring any concerns or challenges to your attention as they arise, along with a viable solution. SBC Outdoor Services takes great pride in forming long term relationships with our clients.

For over 15 years, SBC Outdoor Services has consistently exceeded the expectations of its customers. As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. When you partner with SBC, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

Thank you for the opportunity to submit this proposal. I will follow up with you in the next few days to answer any questions you may have. Feel free to contact me at 410-946-7298 or by email at [art.ditzel@sbclandscaping@gmail.com](mailto:art.ditzel@sbclandscaping@gmail.com).

Sincerely,  
Art Ditzel  
Business Developer- SBC Outdoor Services



# Your Property Team

## **Gary Fergusson – Maintenance Division Mangers**

With over 30 years of experience in the green industry, Gary has worked for many of the region's largest companies. His focus at SBC Outdoor Services is contract management and customer service with a large focus on communication.



## **Brad Crist – Owner/President**

Brad has over 18 years of experience in the landscape industry and holds a master's in business management and Horticulture. As owner of the company, Brad manages the direction of the company while working hand in hand with all upper management staff.



# RESULTS IN THE FIRST 30 DAYS

Our goal is to show a noticeable difference within the first 30 days on every job. Through our onsite inspections, property reviews and conversations with you and your team, together we will construct service, communication and action plans best suited for your property.

## **CUSTOMERS SOLD ON SBC OUTDOOR SERVICES – Maintenance and Snow Removal**

In our effort to provide the best possible landscape service in town, our customers have become raving fans. But don't take our word for it. Ask them yourself!

### **Gunpowder Cove Condominiums**

- Maintain all landscape from spring to winter
- Lawn care and maintenance
- Bed maintenance
- Curb and Sidewalk weed control
- Project work including spring clean-up, mulching, fertilizer
- Snow removal

### **Tollgate Village Community**

- 198 home all-inclusive neighborhood
- Push mow all front yards
- Maintain all landscape from spring to winter
- Lawn care and maintenance
- Bed maintenance
- Curb and Sidewalk weed control
- Project work including spring clean-up, mulching, fertilizer
- Snow removal

### **Singerwoods, Laurel Woods, Laurel Forest**

- 3 communities' side by side, all cut in one day with over 500 units maintained
- Push mow all front yards
- Maintain all landscape from spring to winter
- Lawn care and maintenance
- Bed maintenance
- Curb and Sidewalk weed control
- Project work including spring clean-up, mulching, fertilizer
- Snow removal

### **Fallston Commons Community**

- 315 home all-inclusive neighborhood
- Push mow all front yards
- Maintain all landscape from spring to winter
- Lawn care and maintenance
- Bed maintenance
- Curb and Sidewalk weed control
- Project work including spring clean-up, mulching, fertilizer
- Snow removal

## PROJECTS INSTALLED SBC LANDSCAPING

### New Installation and construction.

#### Med Star Harbor Hospital Rain Gardens

- **\$225,000 in project Revenue**
- Installed 5 separate Rain gardens
- Integrated filtration and over flow grading
- Over 12,000 native tree and shrub planted
- Approximately 40 tons of remediated soil and large healing gardens installed
- Customer features like bench pads and benches installed.
- Concrete curbs, inflow channels and "100 year flood plan stamps"

#### St Anthony's Storm Water Management Project

- **\$120,000 Project Revenue**
- 2,000+ sq. ft. patio
- Outdoor Kitchen build
- Fireplace installation with water falls
- Electric, plumbing, propane installation
- Hot-Tub installation
- Gardens and bush installation
- Native tree and shrub planting

#### Govans Presbyterian Permeable Paver Project

- **\$90,000 in project revenue**
- Permeable paver installation
- Multiple levels of filtration installed
- Excavation and removal of a large portion of concrete
- **See attached video for details!**

#### CSCIA Beach Restoration Project

\$140,000 Project Revenue

- Gabion Baskets, storm water management cells and engineering
- 6,000 sq. ft. of permeable driveway installation
- Customer design walkway and picnic area cut outs
- Retaining walls
- Steps to the beach
- Reforestation along beach
- Bio-retention ponds

## COMMUNICATION CATERED TO YOUR STYLE

To ensure a successful partnership, effective communication is one of our top priorities. We have found the best way to keep our customers highly satisfied is to always make sure we understand your current needs and priorities. We believe strongly in being proactive in our communication and have designed several forms and checklists our customers find valuable for staying apprised of their landscape status and maintenance activity. Additionally, we are equipped to respond quickly to new and unexpected needs as they arise.

### PROACTIVE COMMUNICATION

- Walk your property with you to continually be aware of your priorities
- Supply staffing, mowing and project schedules weekly
- Report our daily maintenance activities as often as you prefer
- Provide digital photos to verify technical issues, damage and plant and tree health

## OUR EYE IS ALWAYS ON QUALITY AND CONTINUOUS IMPROVEMENT

Our team management will review your property periodically to ensure our crew is meeting quality standards and your expectations. This internal review process is an important element of our quality assurance and continuous improvement programs. The crew takes these reports very seriously as they impact their compensation.



## A SAFE COMMUNITY AND WORKPLACE IS OUR PRIORITY

The safety and wellbeing of our customers, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

### **PRESERVING A SAFE ENVIRONMENT**

- Criminal background checks
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- SBC logo clearly displayed on vehicles
- "How's my driving?" stickers on vehicles
- Required use of cones to demark safety zone

### **CREW SAFETY**

- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls

## YOUR FULL-SERVICE LANDSCAPE EXPERT

Over the past 14+ years, SBC Outdoor Services has become a trusted name in our industry. We are relied upon to design, maintain and enhance unique places of lasting beauty across the country and around the world. Our track record has demonstrated our unparalleled knowledge and technical ability, outstanding customer service and retention, relentless execution and a true understanding of customers' needs.

A full-service landscape company, SBC Outdoor Services can mobilize quickly to respond to special requests that may fall outside of the scope of landscape maintenance. In addition to landscape maintenance, our expertise extends to:

- Landscape renovation & enhancement
- Snow Removal
- Seasonal color design & installation
- Tree care

## OUR MAINTENANCE SERVICES

We are committed to fulfilling your specific landscape needs while providing the service you expect at a price point that fits your budget. These services outline your recommended needs.

<p><b>Lawn Maintenance</b></p> <ul style="list-style-type: none"> <li>• Mow and trim all lawns on a requested service frequency beginning in April and continuing through October</li> <li>• Blow all walks and paved surfaces clean of clippings and debris</li> <li>• Height to be determined by season</li> </ul>	<p><b>Vertical Edge Trimming</b></p> <ul style="list-style-type: none"> <li>• Vertical string edge all curbs, walks and mulch areas on a bi-weekly basis</li> <li>• All debris will be blown from the edge</li> <li>• Leaving a professional look to all hard surfaces</li> </ul>
<p><b>Mulching</b></p> <ul style="list-style-type: none"> <li>• Mechanically edge and mulch garden beds with 2 inches of hardwood mulch</li> <li>• Brown mulch will be used unless otherwise noted in the "specifications" section</li> <li>• Edging debris Removed from site</li> <li>• Pre-emergent will be applied to stop growth of weeds</li> </ul>	
<p><b>Common Area Mulch Bed Maintenance</b></p> <ul style="list-style-type: none"> <li>• All mulch beds will be weeded and sprayed on an "as needed" basis</li> </ul>	<p><b>Crack &amp; Weed Control</b></p> <ul style="list-style-type: none"> <li>• Call sidewalk cracks and curb lines will be sprayed to avoid unsightly weeds or grass</li> </ul>
<p><b>Spring Clean Up</b></p> <ul style="list-style-type: none"> <li>• Carefully walk the entire common area for sticks, leaves, trash and debris</li> <li>• Clean out &amp; blow out all curbs and gutters for a crisp appeal</li> </ul>	<p><b>Fall Clean Up</b></p> <ul style="list-style-type: none"> <li>• In October and through December cut up, or rake, vacuum and remove leaves throughout complex. All material to be disposed of off-site</li> </ul>
<p><b>Flower Rotation</b></p> <ul style="list-style-type: none"> <li>• Pull out and dispose of old flowers</li> <li>• Till and mend the flower areas</li> <li>• Replace flowers with a new rotation</li> <li>• Watering Option \$200.00 Per Service</li> </ul>	<p><b>Trimming</b></p> <ul style="list-style-type: none"> <li>• Cut back bushes, trees and grasses</li> <li>• Includes pruning of trees up to 6 feet off the ground</li> <li>• Summer services will be cutting new growth</li> <li>• Heavy trimming is suggested for fall months</li> </ul>
<p><b>Lawn Care Treatments</b></p> <ul style="list-style-type: none"> <li>• Round 1 – Spring: A balanced fertilizer with pre- emergent crabgrass control.</li> <li>• Round 2 – Late Spring: A 2<sup>nd</sup> round of balanced fertilizer with pre- emergent crabgrass control.</li> <li>• Round 3 – Summer: A balanced application for color, and a broadleaf weed prevention</li> <li>• Round 4 – Late Fall: Application of balanced fertilizer to develop roots and support grass through the winter months</li> <li>• Any Aeration, over seeding or lime application is a separate service and would be written out in the "specifications" section</li> </ul>	

**Licensed and Insured. MHIC # 107535**



**Grounds Maintenance Proposal**  
**Date: 8/27/2020**

Service	Services Per Year	Price Per Service	Extended Price
Lawn Maintenance	22	\$2,880.00	\$63,360.00
Vertical Edge Trimming	22	\$384.00	\$8,448.00
Crack and Curb Weed Control	22	\$206.00	\$4,532.00
Bed Maintenance	22	\$312.00	\$6,864.00
Common Area Mulching & Spring Clean Up	1	\$17,385.00	\$17,385.00
Flower Rotation (1,410 Per installation)	2	\$5640.00	\$11,280.00
Shrub Pruning	3	\$4,480.00	\$13,440.00
Lawn & Shrub Treatments	4	\$5,640.00	\$22,560.00
Fall Clean Up	1	\$4,480.00	\$4,480.00
Leaf Removal	2	\$4,344.00	\$8,688.00
Storm Water Management (Mockingbird)	6	\$185.00	\$1,110.00
Field Mowing (Bushhog)	3	\$700.00	\$2,100.00
		<b>Total:</b>	<b>\$164,237.00</b>
		<b>12 Monthly Installments</b>	<b>\$13,687.25</b>

**Specifications:**

- years auto renewing contract

This Agreement (the "Agreement") is made and entered into this 1st day, in the Month of January 2021, by and between, *Tanytard Springs* (hereinafter referred to as "Customer"), and "**SBC Landscaping LLC.**" (hereinafter referred to as "Contractor") for services at 6280 Heritage Crossing (hereinafter the "Property")

### General Conditions

1. **The Work.** Contractor shall furnish the "Work" in accordance with this Agreement and as specifically indicated on pages 1-2 of this Agreement. The Work is estimated to begin on or around January 2021.
2. **Payment.** Customer shall pay Contractor \$ 164,237.00 (the "Contract Sum"). The Contract Sum will be due to Contractor in twelve monthly installments as noted on page  
1. Contractor will submit a monthly invoice to the Customer for payment on or about the first day of the month and payment from the Customer shall be due no later than fifteen (15) days from the date of such invoice.
3. **Failure of Payment.** If the Customer fails to make a payment to the Contractor at the time required by the Agreement, then the Contractor may, upon five (5) days' written notice to the Customer, stop the Work until payment of the amount owing has been received. Customer agrees to pay all reasonable costs of collection including attorney's fees and court costs.
4. **Renewal.** This Agreement will automatically renew at the end of each term for a further term equal to the prior term unless either party gives the other written notice of termination at least 60 days prior to the end of the relevant term. SBC reserves the right to an annual price increase of no more than seven percent based on national and local labor rate increases, economic factors, and fuel prices.
5. **Cancellation.** Either party may terminate this Agreement if the other party substantially breaches any provision of this Agreement. Prior to such termination, the non-breaching party shall give the breaching party specific notice of the claim of breach, intent to cancel and a fifteen (15) day grace period for the breaching party to rectify the issue. If issue is not rectified, non-breaching party may terminate after sending a 30-day cancellation notice in writing.
6. **Indemnification.** To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Contractor, it's owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Customer's premises including any acts or omissions by Customer or Customer's subcontractors whether employed directly or indirectly, which occur while Contractor is not physically on premises.
7. **Insurance.** Contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment and their operators.

**8. Permits and Approvals.** Customer shall be responsible for determining whether any permits or approvals are necessary for Contractor to complete the Work. Customer shall pay for all permits or approvals that are necessary for Contractor to complete the Work.

**9. Waiver of Consequential Damages.** The Customer and Contractor waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for rental expenses, for loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

**10. Governing Law and Jury Trial Waiver.** This Agreement shall be governed by the laws of the State of Maryland, without regard to principles of conflict of laws. Any claim, action or suit arising from this Agreement shall be brought in either federal or State court in Maryland, and the parties to this Contract hereby consent to jurisdiction of such courts, regardless of the location of the Project. The parties hereby waive any right to a trial by jury of such claims, actions, or suits.



This Agreement is made and entered into this 1st day, in the Month of: October 2020, by and between, Tanyard Springs (hereinafter referred to as the "Customer"), and "**SBC Landscaping LLC**" (hereinafter referred to as the "Contractor") for snow maintenance services at (above referenced address) (hereinafter referred to as the "Property").

Scope of Work: Remove and treat sidewalks and roadways.

#### **General Conditions**

1. **The Work.** Contractor will provide snowplowing operations when two inches, or more, of snow accumulates as determined by Contractor; irrespective of time of day or day of week and including all holidays. If sanding, salting or other melting agent is included in this Agreement, operations are to commence as deemed necessary by the contractor.
2. **Payment.** Customer shall pay Contractor according to the Pricing set forth in the below attached proposal. Contractor will submit a monthly invoice to the Customer for payment and payment from the Customer shall be due no later than fifteen (15) days from the date of such invoice.
3. **Failure of Payment.** If the Customer fails to make a payment to the Contractor at the time required by the Agreement, then the Contractor may, upon five (5) days' written notice to the Customer, stop the Work until payment of the amount owing has been received. Customer agrees to pay all reasonable costs of collection including attorney's fees and court costs.
4. **Customer's Representations.** The Customer understands and acknowledges that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The Customer understands and acknowledges that the Contractor assumes no liability for this naturally occurring condition. The Customer understands and acknowledges that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes in conditions. During operations and after completion of operations, Customer agrees to indemnify and save harmless the Contractor, and its employees, against any and all claims by the Customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees, arising on account of death or injuries to persons or damage to property, arising out of use of, or traveling at, or onto, the Property, whether or not such claim, damage, injury or death results from the negligence of Customer, Contractor or others. Customer shall defend all suits and claims

arising from or incidental to the work under the Agreement, without expense or annoyance to the Contractor or its employees.

5. **Incidental Damages.** The Customer waives any claims for incidental damages arising out of this Agreement including, but not limited to, incidental damages that arise from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles.
6. **Indemnity:** To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Contractor, it's owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise on Customer's premises including any acts or omissions by Customer or Customer's subcontractors whether employed directly or indirectly, which occur while Contractor is not physically on premises.
7. **Insurance.** Contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment and their operators.
8. **Unforeseen conditions.** The Customer understands and acknowledges that the Customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes, but is not limited to, any utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavements. Customer understands and acknowledges that snow plowing, by its very nature, involves pushing a steel blade over the surface of the pavement. If pavement is defective, deteriorated, weakened, frost heaved, or, was installed improperly, the results of this previous damage are more likely to appear after snow plowing. The Customer understands and acknowledges that Contractor is not responsible for any damages to pavement or curbs. Customer is responsible for all damage caused to and/or by hidden objects.
9. **Dangerous conditions.** If sidewalk snow maintenance is selected as an option, the Customer understands and acknowledges that the sidewalk crews may not work safely if temperature and wind conditions combined to make the wind-chill factor below zero (0) degrees Fahrenheit. The Customer understands and acknowledges that the Contractor reserves the right to stop sidewalk snow maintenance in these severe conditions without penalty, so as not to force unsafe conditions upon its employees.
10. **Permits and Approvals.** Customer shall be responsible for determining whether any permits or approvals are necessary for Contractor to complete the Work. Customer shall pay for all permits or approvals that are necessary for Contractor to complete the Work.
11. **Waiver of Consequential Damages.** The Customer and Contractor waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual wavier includes damages incurred by the Customer for rental expenses, for loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
12. **Governing Law and Jury Trial Waiver.** This Agreement shall be governed by the laws of the State of Maryland, without regard to principles of conflict of laws. Any claim, action or suit arising from this Agreement shall be brought in either federal or State court in Maryland, and the parties to this Contract hereby consent to jurisdiction of such courts, regardless of the location of the Project. The parties hereby waive any right to a trial by jury of such claims, actions or suits.

### Specifications

1. The Customer must keep plowing areas clear of vehicles, debris, newspapers, and various other items to ensure a thorough plowing. Contractor will stay a minimum of two (2) feet away from garage doors and all vehicles parked in the area to be plowed. If a vehicle is blocking the area to be plowed, the Contractor will only plow the open portion of the area. If the Customer elects to call the Contractor to return to the Property to plow the remainder of the area where vehicles or debris had been in the way, the Customer will be billed at a prorated amount.
2. If snow maintenance services are completed during over-night hours. Contractor is not responsible for clearing of spaces that contain vehicles, debris, dumpsters, etc.
3. Contractor may install marker stakes along Customer's driveway to help protect the lawn and other property from plow damage and to prevent damage to plow equipment. Customer agrees not to remove these stakes. Contractor will return following the end of the Agreement's term to collect and remove the stakes.
4. Contractor is not responsible for snowbanks built up by town plows AFTER service has been rendered, nor ice that forms caused by melting and refreezing after requested services were originally provided.

### Terms

1. Service is effective between October 1st, 2020, and April 1st, 2021.
2. Terms are Net 30 with a 5% penalty on all balances 30 days past due. Customer agrees to pay all Prices associated with collecting past due balances including, but not limited to, all attorney's or collection agency's fees.



# SBC

## OUTDOOR SERVICES

### SNOW REMOVAL:

- Plow: \$100.00 per hour
- Bobcat: \$125.00 per hour
- Backhoe: \$175.00 per hour
- Road Salt: \$300.00 per ton
- Per bag of salt: \$42.00
- Per shovel man hour: \$37.00
- Per snow blower hour: +45.00 extra, per hour
- Pusher box for machines: +\$25.00 extra, per hour
- Sea container rental for salt, if requested: \$200.00 Delivery/Pick Up, \$150.00 a month
- There is a minimum charge of two hours per mobilization.
- All bulk material will be rounded to the nearest 1/4 ton.

Licensed and  
Insured. MHIC # 107535

**We, the undersigned Customer, have read the proposal and agree to contract with SBC Outdoor Services for the grounds management services outlined in this Agreement.**

Customer Signature

*Shirley Ambush*

Date: 10/19/2020

SBC Outdoor Services Signature:

*Art Ditzel*

A5DE8AEE5305436...

Date: 11/16/2020

**CONTRACT ADDENDUM TO AGREEMENT BETWEEN SBC LANDSCAPING LLC AND TANYARD SPRINGS HOMEOWNERS ASSOCIATION, INC.**

**THIS ADDENDUM** is entered into as of \_\_\_\_\_, 2020, by and between SBC Landscaping LLC (“Contractor”) and Tanyard Springs Homeowners Association, Inc. (“Customer”) (collectively referred to as the “Parties”).

**Recitals**

- A. The Parties have entered into one (1) Agreement for landscaping maintenance services (“Agreement”).
- B. The Parties wish to add certain provisions to the Agreement and to modify certain provisions in the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the Agreement, the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

- A. The following provision is added to the Agreement and titled “**Termination of Agreement**”:

This Agreement may be terminated by either party, with or without cause and without penalty, upon thirty (30) days written notice to the other party at any time during the term of this Agreement. Upon termination, Contractor shall forthwith remove any and all equipment, tools, and supplies from the Property and shall thereafter have no further right to enter upon the Property without permission of the Customer. The Customer shall be responsible for paying Contractor all work satisfactorily performed through the date of termination.

- B. The following language shall be added to the paragraphs titled (**Indemnification**) of the Agreement:

Contractor shall indemnify and hold the Customer and its officers, directors, members, employees and managing agent harmless from any and all liabilities, suits, damages, claims, judgments, costs and expenses, including attorneys’ fees, arising from the Contractor’s performance of this Agreement, presence on the Property, or from any negligent act or omission of Contractor’s employees or sub-contractors.

- C. The following paragraph shall be added to the Agreement:

**ATTORNEYS’ FEES:** In the event that an arbitration, suit or action is brought by either party under this Agreement for breach or to enforce any of its terms, the prevailing party shall be entitled to recover reasonable attorney’s fees as determined in the discretion of the Court.

D. The paragraph(s) titled (**Insurance**) of the Agreement shall be deleted in their entirety and replaced with the following language:

Contractor shall maintain in full force during the entirety of the period covered by this Agreement, Workers' Compensation and Employer's Liability Insurance, Automobile Liability Insurance, and Commercial General Liability Insurance coverage providing coverage against all claims for damage to both persons and property caused by Contractor or Contractor's agents and employees, and shall require any sub-contractor to maintain comparable liability insurance. Liability insurance coverage shall be in an amount not less than two million dollars per occurrence, or the minimum required by law, if any, whichever amount is greater. The Contractor's insurance policies shall name the Customer as an additional insured, and upon the request of the Customer, Contractor shall furnish the Customer with copies of such policies. The Contractor shall furnish to the Customer, upon execution of this Agreement, a copy of the Certificate of Insurance evidencing proper insurance coverage.

Contractor shall, at Contractor's expense, take out and at all times maintain adequate worker's compensation and employer's liability insurance in accordance with the laws of Maryland which covers all persons engaged in the performance of all work under the terms of this Agreement.

E. The following paragraph shall be added to the Agreement:

REPAIR OF DAMAGE: In the event Contractor or any of its employees or sub-contractors cause damage to the Property or the personal property of individual Association members, Contractor shall promptly repair the damage. If the repair is not satisfactorily completed within 30 days of notice, the Customer may repair the damage and deduct the cost from any amount due to the Contractor under this Agreement.

F. The following paragraph shall be added to the Agreement:

INDEPENDENT CONTRACTOR: Contractor is an independent contractor and is not an agent, servant, or employee of the Customer. Nothing contained in the Agreement shall be construed as creating a joint venture or relationship of employer and employee between Customer and Contractor.

G. The following paragraph shall be added to the Agreement:

RESTORATION OF PREMISES: Contractor agrees that at the conclusion of the services performed hereunder, it will leave the Property in clean condition and will remove from the Customer's property any trash, supplies, equipment and the like not necessary for the continued performance of the Agreement.

H. The following paragraph shall replace the "**Permits and Approvals**" paragraph in the Agreement:

**PERMITS AND APPROVALS:** Contractor shall be responsible for ensuring full compliance with all applicable laws, regulations, ordinances and codes, including without limitation any licensing or permit requirements, and with any safety program established by the jurisdiction of the job location, including all applicable provisions of the Occupational Safety and health Act of 1970, as amended, and pay all excise, license, occupation, and other taxes which may become payable to any authority in connection with the work, including all taxes upon the sale, use, storage, equipment, and other things furnished by Contractor. Contractor shall be solely liable for any damages resulting from its failure to meet this requirement, and shall indemnify, defend, and hold harmless the Customer against any claims, suits, judgments, or liabilities arising from Contractor's work hereunder.

I. The following paragraph shall be added to the Agreement:

**PRIOR EXAMINATION OF LOCATION AND NATURE OF THE WORK:** Contractor acknowledges that prior to the execution of this Agreement, Contractor has made sufficient examination and tests to determine the difficulties and hazards incident to the work. Contractor shall not provide representations, warranties, or assurances as to the safety of chemical substances used while performing the services, provided that Contractor applies such substances properly and in accordance with applicable laws and regulations.

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

**Tanyard Springs Homeowners Association, Inc.**

By   
President

By   
Secretary

Date: 18 Nov 2020

**SBC Landscaping LLC**

By   
Authorized Officer

Date: 11/16/2020