

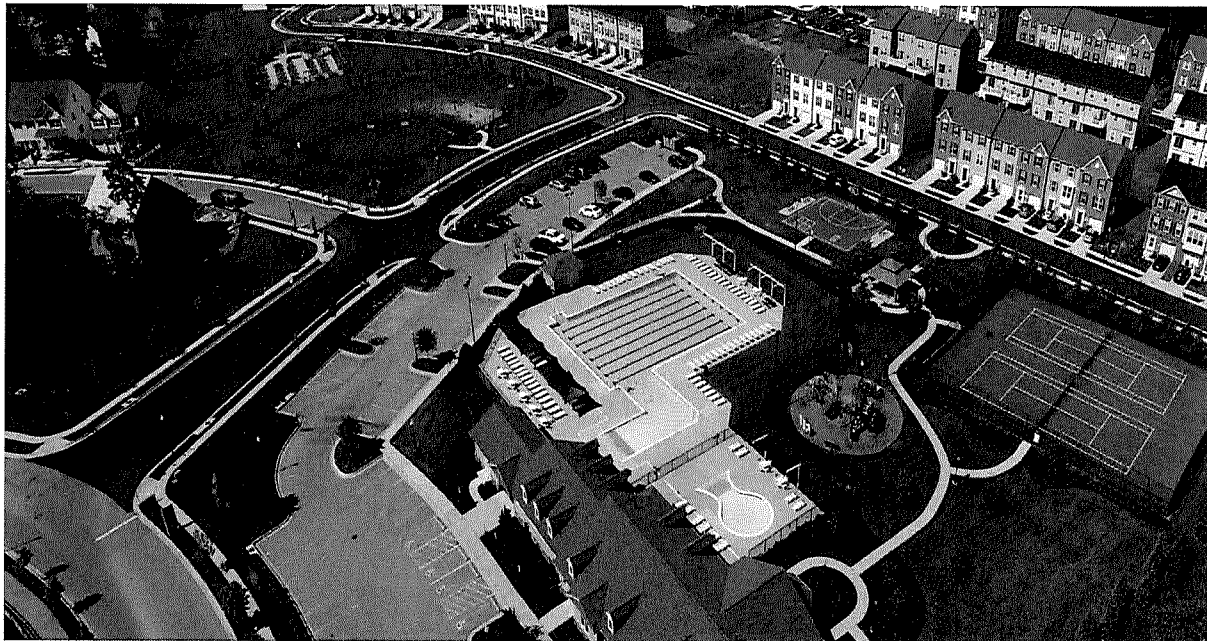


*Grounds Maintenance Proposal*  
*Tanyard Springs*  
6920 Heritage Crossing Glen Burnie, MD 21060

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





**SBC**  
**OUTDOOR SERVICES**

This Agreement is made and entered into this 7th day, in the Month of: February 2121, 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**, its 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. The customer understands that due to the nature of storm forecasts, crews may be onsite in a standby mode between pushes and material applications. All stand-by time will be charged at a rate associated with the task associated with their mode of operation.
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 (includes wind chill factor). 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 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.
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 February 7th, 2020, and April 1st, 2023.
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: \$125.00 per hour
- Bobcat: \$125.00 per hour
- Backhoe: \$175.00 per hour
- Ventrac: \$300.00 per hour
- Road Salt: \$300.00 per ton
- Per bag of salt: \$65.00
- Per shovel man hour: \$55.00
- 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 ton.

#### Contract notes

2" Auto deployment trigger

Storage space provided for bulk/bagged material.

Pre-treatment and ice patrol (post storm) to be done on customer request (in advance).

#### 24 Hour snow site contact:

Name: Keep Us Informed

Phone: \_\_\_\_\_

Email: board@tanyardspringshoa.com

**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: \_\_\_\_\_

Date: 2/4/21

SBC Outdoor Services Signature: \_\_\_\_\_

Date: 2/5/21

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

**THIS ADDENDUM** is entered into as of February 4, 2021, 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 previously entered into an Agreement for landscaping maintenance services (“Landscaping Agreement”).
- B. The Parties now wish to enter an additional agreement for snow removal services (“Snow Agreement”).
- C. The Parties wish to modify the terms and conditions of the Snow Agreement originally proposed by Contractor as set forth herein.

**NOW, THEREFORE**, in consideration of the Agreements, 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 Snow Agreement as follows:

- A. The following provision is added to the Snow 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 (**Indemnity**) of the Snow 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 Snow 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 Snow 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 Snow 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 Snow 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 Snow 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 paragraph(s) titled "**Permits and Approvals**" of the Snow Agreement shall be deleted in their entirety and replaced with the following language

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 Snow Agreement:

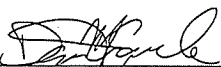
PRIOR EXAMINATION OF LOCATION AND NATURE OF THE WORK: Contractor acknowledges that prior to the execution of this Agreement, Contractor has made sufficient examination and tests to determine the difficulties and hazards incident to the work. Contractor shall not provide representations, warranties, or 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.

J. The following paragraph shall be added to the Snow Agreement:

INTERPRETATION: In the event of any conflict or ambiguity between the original Agreement proposal and the Addendum, the terms of the Addendum shall control. The Snow Agreement, including this Addendum, constitutes a single contract, and is the entire agreement between the Parties related to snow removal services.

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

**Tanyard Springs Homeowners Association, Inc.**

By  \_\_\_\_\_  
President

Date: 2/4/21

**SBC Landscaping LLC**

By   
Authorized Officer

Date: 2/8/2021