

This agreement made and entered into on the ____ day of _____, _____, by and between Ideal Elements, Inc., hereinafter referred to as First Party and Windmill Park HOA hereinafter referred to as Second Party.

Now, therefore, for and in consideration of the mutual covenants made and the benefits derived, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do hereby agree as follows:

1. **Services:** First Party agrees to perform landscape maintenance services upon the property of the Second Party. The aforesaid landscape maintenance services shall include, but not be limited to, those services enumerated on Exhibit “A” attached hereto and made a part hereof. Furthermore, First Party agrees to furnish all labor necessary to perform the aforesaid services.
2. **Additional Services:** All labor not included in this agreement will be set forth prior to bidding. All materials not included in this agreement will be charged to the Second Party. The Second Party shall reimburse the First Party for additional services or materials not included in this agreement.
3. **Disclosures:**
 - The First Party will attempt to close any gates opened for service. However, if left open, The First Party does not assume any liability if it is left open.
4. **Term:** This agreement shall continue in force beginning Jan 1, 2024 and continue through December 31, 2024 unless sooner terminated by provisions of paragraph 6, below.
5. **Compensation:** As a basic consideration for the good faith performance of the services described in paragraph 1, above, the Second Party agrees to pay the First Party according to Exhibit A per month. The sum will be billed on the first day of the month, for the past months services and are due within thirty (30) days. Unpaid balances on the last day of the month will be assessed an interest charge of two (2) percent per month. First Party reserves the right to immediately terminate this agreement if any compensation due exceeds sixty (60) days past due. Should First Party be required to retain legal counsel to aid in the collection of unpaid compensation and should Second Party be held liable for the unpaid compensation in a court of law, Second Party will be held liable for the First Party’s legal expenses.
6. **Termination:** This agreement shall automatically terminate on the date specified in paragraph 4, above. However, either party shall have the right to terminate this agreement prior to said date by giving the other party thirty (30) days written notice, whereupon this agreement shall automatically terminate at the end of said (30) day period. Should Second Party terminate this agreement prior to said date, and the value of services provided is greater than monthly installments paid, the difference will be due in full within the thirty (30) day period.
7. **Insurance:** At all times during the term of this agreement, First Party agrees to carry liability insurance in the amount not less than \$1,000,000.00 as well as Worker’s Compensation insurance. First Party will provide certificates and other proof of insurance per request by Second Party.
8. **Miscellaneous:** First Party is an independent contractor and not an agent, servant or employee of Second Party. First Party shall determine the method, manner and means of performance. Second Party is interested only in the results and quality of performance. First Party agrees to perform all services in a good and workmanlike manner consistent with the standards of the industry. Furthermore, it is understood the Second Party has a duty to inspect the area promptly after the performance of any services, and to notify First Party within five (5) days if the performance of said services is not satisfactory. First Party shall then have five (5) days from the receipt of said notice to repair or correct the cause of such dissatisfaction at no additional cost to Second Party. In

the event that the performance of any services by first party is interrupted or delayed by all occurrences outside the control of First Party, such as weather conditions. Then First Party shall be excused from such performance until the occurrence or matter causing the interruption or delay has abated.

All notices required under the terms of this agreement shall be deemed to have been sufficiently given when deposited in the United States mail and sent by certified mail, with return receipt requested, addressed as follows:

First Party: **Ideal Elements, Inc.**
11401 Rosehaven Drive
Oklahoma City, OK 73162
Stefan Glass: 405-863-8242

Second Party: **Windmill Park HOA**

This agreement constitutes the entire agreement between the parties, and may not be altered or amended unless in writing and signed by both parties. Furthermore, this agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, legal representatives, successors, and assigns. This agreement has been executed by the parties hereto on the day and year first above written.

First Party:

Ideal Elements, Inc.
11401 Rosehaven Drive
Oklahoma City, OK 73162
Stefan Glass: 405-863-8242

By: _____

Date: _____

Second Party:

Windmill Park HOA

By:

Date: _____

EXHIBIT “A”

Attached to and made a part of that certain Landscape Maintenance Agreement for services from Jan 1, 2024 through December 31, 2024 by and between **Ideal Elements, Inc.**, and **Windmill Park HOA**. This exhibit contains the following list of services to be performed under the terms of the aforesaid Landscape Maintenance Agreement; however, it is understood by the parties that this exhibit cannot cover in exact detail every situation or contingency that may arise in carrying out the purpose of the Landscape Maintenance Agreement, and it is understood that the services shall be performed in a good and workmanlike manner in accordance with the standard of good faith:

MANDATORY SERVICES	Price per time	Number of Times	Annual Price
<p>LAWN MAINTENANCE – Section A Entrances</p> <ul style="list-style-type: none"> • Mowing - Once per week during the growing season from the second full week of April to the third full week of October (29) times. Edging – All curbs and drives every time the surrounding lawn area is maintained. • Monofilament trimming –Around all buildings, trees, fences and other objects every time the surround lawn area is maintained. • Clean-up – Clearance of sidewalks, curbs and general removal of debris after each lawn servicing. <p>Shrubs Trimmed/Holly Trees</p> <ul style="list-style-type: none"> • Trimming/ debris removed: All shrubs and trees trimmed per month and debris remove from landscape <p>Flower Bed Maintenance</p> <ul style="list-style-type: none"> • De weeded: All Landscaped areas de weeded/ flowers maintained and debris removed • Mulch: Install fresh new layer of mulch in the spring. Jamasco landscape grade mulch will be used. <p>Area behind brick wall and section behind white fence</p> <ul style="list-style-type: none"> • Weedeat grass down 1 time per month to keep maintained 	\$80	29	\$2,320
	\$180	7	\$1,260
	\$40	12	\$480
	\$399	1	\$399
	\$50	7	\$350
<p>LAWN MAINTENANCE – Section B: Common Areas/ Park</p> <ul style="list-style-type: none"> • Mowing – Bi wkly mowing during the growing season from the second full week of April to the third full week of October (14) times. Noticeable grass clippings will be removed from the turf. • Edging – All curbs and drives every time the surrounding lawn area is maintained. • Monofilament trimming –Around all buildings, trees, fences and other objects every time the surround lawn area is maintained. • Clean-up – Clearance of sidewalks, curbs and general removal of debris after each lawn servicing. 	\$475	14	\$6,650
<p>LAWN MAINTENANCE – Section C: Common Areas</p> <ul style="list-style-type: none"> • Mowing – Bi weekly mowing during the growing season from the second full week of April to the third week of October (14) times. • Monofilament trimming –Around all buildings, trees, fences, property stakes, electrical tower and along pond every time the surround lawn area is maintained. <p>East Common Area</p>	\$155	14	\$2,170

<ul style="list-style-type: none"> • Mowing: Bi weekly mowing during the growing season from the second full week of April to the third full week of October (14) times. 			
<p>Section A, B, C Tree trimming/ prune Trees</p> <ul style="list-style-type: none"> • Prune: Prune suckers and inner weight reduction 1 time per year in the fall prior to winter months. 1/2 of tree maturity (Doesn't include natural disasters, such as ice storms, high wind or tornados. If trees are damaged in this scope natural disaster we will provide a secondary bid for cleanup) 	\$3,000	1	\$3,000
<p>Section A & B Insecticide treatment</p> <p>Turf areas: Entrance A, Park B: Turf areas will be applied with a commercial grade liquid insecticide. This insecticide is a contact kill product that will treat (fleas, ticks, spiders, ants, centipedes, army worms, caterpillar and a broad range more)</p> <p>Tree areas: Entrance A, Park B, Common Area C: 65 trees will be applied with an insectide to control wood borrows, ants, and bagworms, caterpillars.</p>	\$1,500	1	\$1,500
	\$1,900	1	\$1900
<p>Christmas lighting: Install & removal</p> <p>Entrance A: Install lighting on light pole, brick entryway, bushes and windmill, Takedown</p> <p>Park B: Install lighting on pavilion and windmill, Takedown</p>	\$950	1	\$950
MONTHLY FEE	\$1,748.25 per month	12	Annual Total: \$20,979