

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of March 09, 2020, by and between Todd Creek Farms HOA of Todd Creek Farms HOA (see description of services), Brighton, Colorado 80602 (the "Recipient"), and Method Landscape Services, LLC (MLS) of 1441 Central St Unit 506, Denver, Colorado 80211 (the "Provider").

1. DESCRIPTION OF SERVICES. Beginning on March 09, 2020, Method Landscape Services, LLC will provide to Todd Creek Farms HOA the services described in the attached Exhibit (collectively, the "Services").

2. PAYMENT. Payment shall be made to Provider according to the following schedule:

Event and Payment Amount

Down payment 2020
\$8,892.35

June 1st, 2020
\$8,892.35

August 1st, 2020
\$8,892.35

April 1st, 2021
\$13,338.53

June 1st, 2021
\$13,338.52

April 1st, 2022
\$13,338.53

June 1st, 2022
\$13,338.52

April, 1st, 2023
\$13,338.53

June 1st, 2023
\$13,338.52

April 1st, 2024
\$13,338.53

June 1st, 2024
\$13,338.52

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable Colorado laws, whichever is less.

Changes to the scope of work may incur additional charges and those charges may be billed separately or in conjunction with the next invoicing cycle. **EXHIBIT 2**

In addition to any other right or remedy provided by law, if Todd Creek Farms HOA fails to pay for the Services when due, Method Landscape Services, LLC has the option to treat such failure to pay as a material breach of this contract and may cancel this contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by Provider of the Services required by this Contract.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of Provider. Upon request, Recipient will execute all documents necessary to confirm or perfect the exclusive ownership of Provider to the Work Product.

5. CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

7. Cancellation provisions. This contract may be canceled at any time prior to the completion of services under the following conditions or causes including any penalties as set forth by each provision.

- a. **Without Cause by Todd Creek Farms, HOA.** provided the penalty of 50% for the remaining year and 25% for each additional year be delivered with the notice to cancel.
- b. **Without Cause by MLS.** Provided 15 days notice is provided.
- c. **With Cause by Todd Creek Farms, HOA.**
 - Lack of service performance once 10 days written notification has been provided and the remedies provision expires.
 - Intentional damage to person or property
 - Unreported damage to property or person
 - Change or ownership of MLS
- d. **With Cause by MLS.** Provided 10 days written notification is provided and the remedies provision has expired.
 - Abuse or harassment of MLS's employees or sub-contractors.

- Lack of payment can result in immediate termination.
- Change or ownership of MLS or Management of Todd Creek Farms, HOA

e. **By Mutual Agreement.** This contract may be canceled upon mutual agreement of the parties for any reason and at anytime. Any payments outstanding or completed at the agreed cancellation dates shall be considered completed in full with no further obligation by either party.

8. INCLEMENT WEATHER or ACTS OF GOD. Both parties understand that services to be performed by MLS are contingent upon weather and acts of God. All activities are provided in outdoor settings and at the direct discretion of MLS in terms of safety. MLS will have sole discretion on which services are able to be performed at any given time and for any reason. Any delay shall not be considered a breach of the terms of this contract.

9. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

10. INDEMNIFICATION. Todd Creek Farms, HOA agrees to indemnify and hold harmless MLS to the fullest extent permitted by law. Todd Creek Farms, HOA, to compensate and reimburse MLS and protect MLS from all actions, proceedings, claims brought or threatened against MLS, and all losses, damage, and expense (including legal expenses) relating thereto where any services provided by MLS to Todd Creek Farms, HOA were provided in good faith.

11. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

13. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

14. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision

of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. **Exhibit 2**

15. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

16. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Colorado.

17. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

19. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

20. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:
Todd Creek Farms HOA

By: 

Resident TCF

Date: 3-19-20

Service Provider:
Method Landscape Services, LLC

By: 

MLS

Date: 3-20-20

TCFHOA-1

Exhibit 2
Method
Landscaping
Services, LLC

DATE

3-9-2020

EXPIRATION DATE

4-9-2020

Method Landscaping, LLC
1441 Central St Unit 506
Denver, CO 80211
Method Landscaping
Services, LLC

TO: Todd Creek Farms, HOA
P.O. Box 538
Brighton, CO 80601
720-673-3800
Customer ID: TCFHOA-1

QUANTITY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1 Time per summer	Mow-OP	Open Space Mowing Area 1-5	\$3650	Multiyear 5% PPP 2%	\$3394.50
3 Times	Mow	Mow Trails 6' of each side \$	\$845	Multiyear 5% PPP 2%	\$2,357.55
3 Times	Trt	Broadleaf Spray Area 8 (red path)	\$925	Multiyear 5% PPP 2%	\$2,580.75
7 Times	Mow & Trt	Entrance Area 1A & 1B	\$7200	Multiyear 5% PPP 2%	\$6,696.00+3394. 5
7 Times	Mow, Trt, & Trim	Bridge Area Area 2A	Included above		
7 Times	Mow & Trim	Out lot Area 7B	Included above		

Exhibit 2

7 Times	Clean & Weed	Area 7A	Included above		
7 Times	Mow & Trt	Area 5A & 5B	Included above		
7 Times	Mow, Trim, & Clean	Area 6A	\$4600	Multiyear 5% PPP 2%	\$4,278.00
3 Times	Trt	Broadleaf Spray Defined areas	\$900	Multiyear 5% PPP 2%	\$2,511.00

7 Times	Mow & Trim	Area 1C	\$175	Multiyear 5% PPP 2%	\$1,139.25
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1 Times	Trt	Thistle & Salt Cedar Area 1-5	\$4,000	Multiyear 5% PPP 2%	\$3,720.00
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Total Discount		7%	
Subtotal			\$26,677.05
Sales Tax			included
Total			\$26,677.05

Quotation prepared by:

All material is guaranteed to be as specified. All Work to be completed in quality fashion and with standard practices. All licenses, workers compensation insurance, accident insurance, E&O insurance is up to date. Any alteration to the work, level of service, or numbers of services shall cause a change order to be required and any additional fees to be determined and included at that time. All delays beyond our control shall not be a causation for cancelation. Quote void after 30days, and subject to increased materials & labor costs.

Multiyear agreement will run from March 2020- October 2024
 Partial prepayment terms are 1/3 down, 1/3 at Month 2, 1/3 at Month 4

To accept this quotation, sign here and return:

[Signature] 3-19-20

\$ 8,892.35

Exhibit 2

AREA 1 is defined in yellow and a rough approximation of the boundaries of TCF's HOA property and area of responsibility.



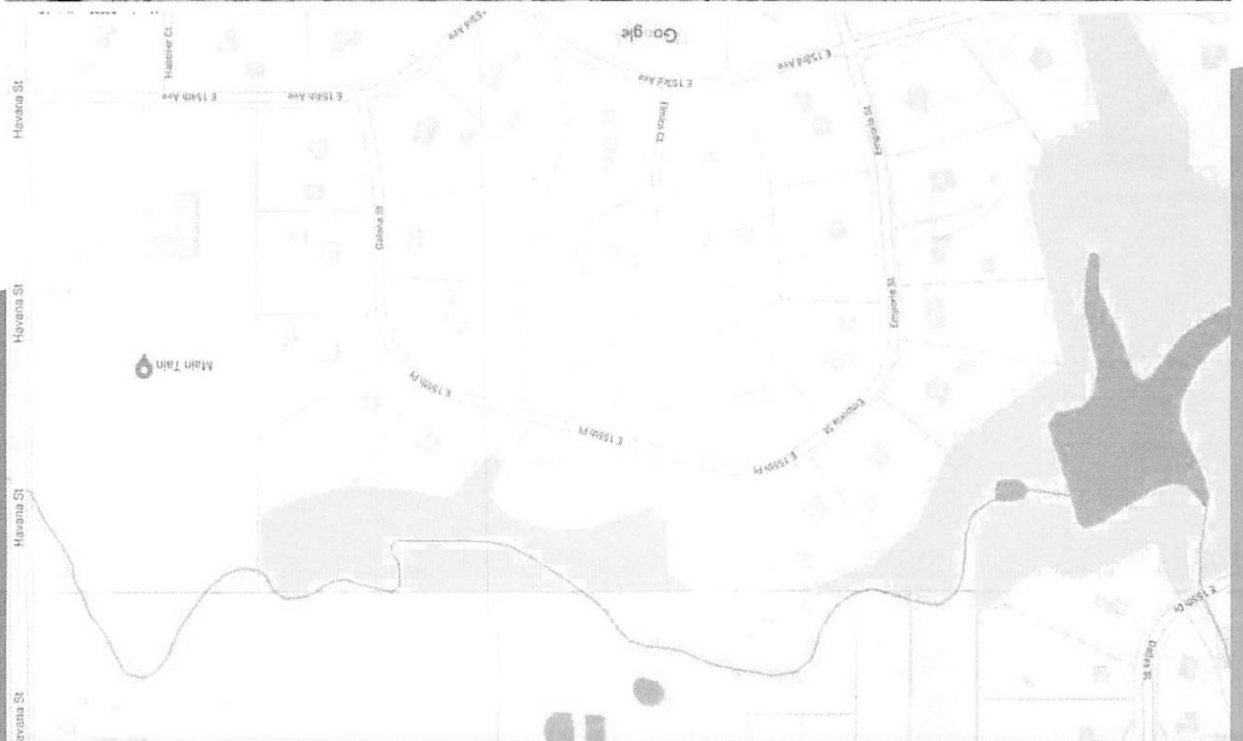
Entrance Area 1A Cul-de-sac 1B
1C (south side of 159th)

Exhibit 2

Area 2A Mow (from bridge to trail and property lines north and south) Spray rock areas



AREA 2 is defined in yellow and a rough approximation of the boundaries of TCF's HOA property and area of responsibility.



AREA 3 is defined in yellow and a rough approximation of the boundaries of TCF's HOA property and area of responsibility.

AREA 4 is defined in yellow and a rough approximation of the boundaries of TCF's HOA property and area of responsibility. **Exhibit 2**

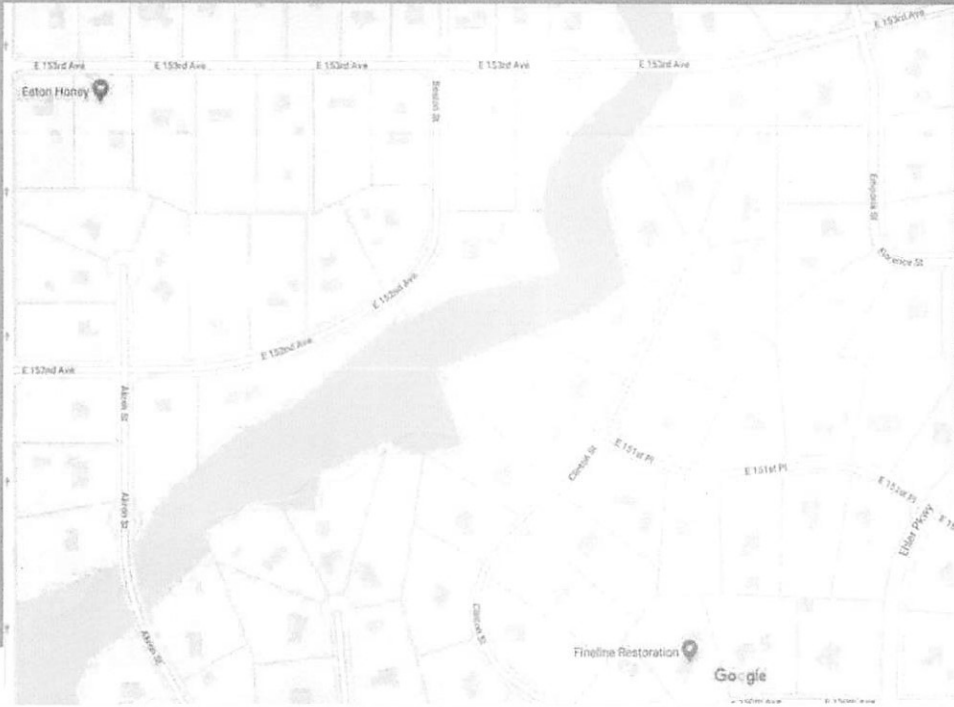


Exhibit 2



Exhibit 2

Area 7 is the remaining defined in yellow and a rough approximation of the boundaries of TCF's HOA property and area of responsibility.



Exhibit 2



Aera 8 - Defined as the trails approximately 17,500 feet long by 12ft wide