



# LAKE HOUSTON LAWN CARE, INC.

Commercial Management

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February 22, 2008

**Kings Crossing Townhome Condominium**  
Attn: Vickie Cain, C.A.M.  
7702 E. FM 1960 East, Suite 302  
Humble, TX 77346

**RE: Professional Grounds Maintenance Bid,**

Dear Ms. Cain,

Lake Houston Lawn Care, Inc. is happy to provide you with an Annual Maintenance Agreement for *Kings Crossing Townhome Condominium*. We maintain commercial properties exclusively and look forward to providing your community with professional, quality grounds maintenance services for a cost of:

***\$ 19,635.12 (includes applicable tax)***

I would like to tour the property with you as to discuss any necessary improvements or suggestions and to ensure quality control. If you have any questions or are in need of clarification in any section of this contract, please contact me at your earliest convenience. I welcome your call.

Best Regards,

Gary L. Hayes  
Project Manager

GH/ns

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

**MOWING AND GROUNDS MAINTENANCE AGREEMENT**

1. **CONTRACT.** This CONTRACT is entered into by and between Kings Crossing Townhome Condominium, hereinafter referred to as ASSOCIATION, and Lake Houston Lawn Care, Inc. hereinafter referred to as CONTRACTOR.
2. **TERM.** The term of this CONTRACT shall be one (1) year, beginning on March 1, 2008 and ending on February 29, 2009. Automatically renewing for successive one-year terms, under the original costs and conditions, unless earlier canceled by either party according to the cancellation terms provided herein.
3. **COMPENSATION.** Compensation to the contractor for the term of this CONTRACT shall be in the amount of \$ 19,635.12 (includes applicable tax), paid out in monthly installments after service is rendered. Invoicing shall be monthly, according to the Fee Schedule herein, and invoices shall be paid by the ASSOCIATION within fifteen (15) days of receipt of invoice.
4. **SCOPE OF WORK.** All work shall be performed according to Exhibits A, B, C, D and E which Exhibits are a part of this CONTRACT.
5. **CODES TO APPLY.** All work performed by CONTRACTOR under this CONTRACT shall be done in strict compliance with all applicable City, County, and State codes.
6. **CONTRACTOR RELATIONSHIP.** CONTRACTOR expressly agrees and stipulates that CONTRACTOR is an Independent CONTRACTOR, and shall not be deemed or construed to be an employee of ASSOCIATION, within the meaning of the Workers Compensation Act of the State of Texas. CONTRACTOR further agrees that CONTRACTOR will be responsible for workmen employed by CONTRACTOR in performance of this Agreement, and will be responsible for complying with all Federal and State Laws and regulations pertaining to withholding of income tax, social security, and compensation payments to CONTRACTOR'S employees. CONTRACTOR further stipulates that it protects its employees by carrying Workers Compensation insurance in compliance with the Texas Employer's Liability act, and all amendments thereto and will provide ASSOCIATION with proof of same. CONTRACTOR further agrees to comply with the Occupational Safety and Health Act of 1970, and any and all regulations issued pursuant thereto.

## LAKE HOUSTON LAWN CARE, INC.

### QUALIFICATIONS & SERVICES

Lake Houston Lawn Care, Inc. is a full service commercial landscape management company offering degreed horticultural landscape maintenance, design, installation, park management, irrigation and general maintenance. We have been servicing North Houston for over (18) years. Our client list includes over (50) commercial accounts which are serviced in the North Houston area.

The K.S.A. Parks are highly visible areas benefiting from our services as well. Lake Houston Lawn Care, Inc. presently maintains Trail Associations in the Kingwood area making up *fifty-five (55) miles of greenbelts*. In addition, we maintain many high traffic esplanades on Kingwood Dr., North Park, Woodland Hills Dr., and Mills Branch Dr.

#### Credentials:

- Licensed by Structural Pest Control Board #10387
- Licensed by TCEQ (Texas Commission on Environmental Quality) for Irrigation #5931
- Degreed Horticulturist from Sam Houston State University
- General Liability Insurance in the amount of \$2 Million
- Workers Compensation
- Proudly display our company name on all vehicles and crew uniforms

#### Additional Services we offer to associations:

Park/Playground Maint,  
Fall Surface Installation  
Seasonal Color / Mulch  
Pesticide Applications  
Irrigation Services  
Architectural Services

Greenbelt Construction and Repair  
Constructing Masonry Entry Signs  
Holiday Decorations  
Tree Work  
Landscape Installation  
Mosquito Fogging

Electrical  
Pressure Washing  
Parking Lot Striping  
Street Sweeping  
Fence Work  
Painting

#### Proudly Serviced Associations by L.H.L.C.:

The Pinnacles Townhomes  
Walden on Lake Houston  
Thicket of Cypresswood C.I.A  
South Woodland Hills C.A.  
Atascocita Trails H.O.A.  
Bear Branch C.A.

Oaks of Atascocita  
Atascocita Forest C.A.  
Bear Branch T.A.  
Atascocita C.I.A.  
Kingwood Village Estates  
The Retreat Patio Homes

Kingwood Place Village C.A.  
Chevron Phillips Chemical  
Green Tree / Sandcreek T. A.  
SherwoodTrails/ElmGrove T.A.  
Kingwood Service Assoc. Parks

**LAKE HOUSTON LAWN CARE, INC.**

**REFERENCES**

Bear Branch Trail Association	Mrs. Michelle Stallman, (281) 358-0690
Atascocita Trails H.O.A.	Mr. James Disiere, (281) 812-2189
Chevron Phillips Chemical Co.	Mr. J.W. Wilson, (281) 359-0688
Atascocita Forest C.A.	Mr. Bill Wisenbaker, (832) 722-8016
Hunter's Ridge Village C.A.	Mr. Mark Jensen, (281) 359-0191
Atascocita C.I.A.	Mr. David Johnson, (281) 852-1155
Oaks of Atascocita	Mrs. Nancy Frank, (281) 852-9429
Bear Branch C.A.	Mrs. Gale Priest, (281) 358-9141
The Thicket	Ms. Carol Daubner, (281) 288-8966
Greentree / Sand Creek Trail Association	Mr. Dean Burnett, (281) 360-2681
The Pinnacles	Mrs. Pat Perkins, (281) 358-1535

# STRUCTURAL PEST CONTROL BOARD

## LICENSES

*Texas Structural Pest Control Board  
Austin, Texas*

☆☆ ——— BUSINESS LICENSE ——— ☆☆☆

*The firm named below has complied with Chapter 1951, as amended,  
of the Texas Occupational Code, Structural Pest Control Act.*

Date Expires
08/08/2008
License Number
10387
P L W

LAKE HOUSTON LAWN CARE INC  
SMITH, SHAWN  
P O BOX 544  
HUMBLE, TX 77347

22289 E KNOX  
PORTER, TX 77365

## APPLICATORS AND TECHNICIANS



ISSUED BY  
TEXAS STRUCTURAL PEST CONTROL BOARD  
CERTIFIED APPLICATOR LICENSE

BUSINESS: 10387  
NAME SMITH, SHAWN  
COMPANY LAKE HOUSTON LAWN CARE INC  
LOCATION 22289 E KNOX  
CITY/STATE PORTER, TX 77365  
EXPIRES 08/08/2008  
ISSUED 01/26/1996

37065 PLW

APPROVED BY EMPLOYEE



ISSUED BY  
TEXAS STRUCTURAL PEST CONTROL BOARD  
TECHNICIAN LICENSE

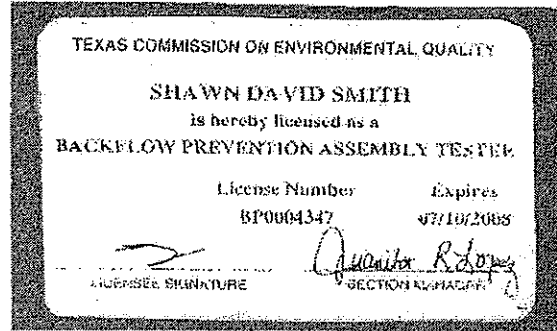
BUSINESS: 10387  
NAME CARROLL, MICHAEL S  
COMPANY LAKE HOUSTON LAWN CARE INC  
LOCATION 22289 E KNOX  
CITY/STATE PORTER, TX 77365  
EXPIRES 08/08/2008  
ISSUED 08/31/2007

SIGNATURE OF EMPLOYEE

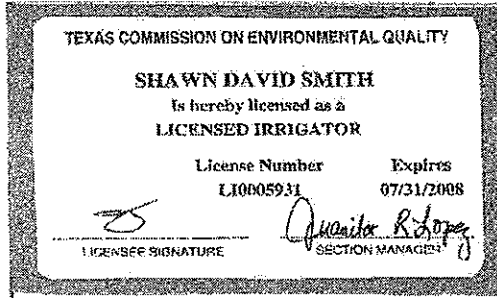
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

LICENSES

**BACKFLOW**



**IRRIGATION**



Irrigation in Texas is regulated by the  
Texas Commission On Environmental Quality,  
P.O. Box 13087, Austin TX. 78711-3087

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MK  
LAKEH-1

DATE (MM/DD/YYYY)  
01/25/08

**PRODUCER**  
TEXAS WORLD WIDE INS AGENCY  
3003 ALDINE BENDER  
HOUSTON TX 77032  
Phone: 281-449-1422 Fax: 281-449-2215

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
LAKE HOUSTON LAWN CARE INC  
P O BOX 544  
HUMBLE TX 77338

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	EMASCO	21407
INSURER B:	TEXAS MUTUAL INSURANCE AGENCY	
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3D3063108	11/15/07	11/15/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3E3063108	11/15/07	11/15/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSE0001153152	01/19/08	01/19/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> DIR-ER E.L. EACH ACCIDENT \$100000 E.L. DISEASE - EA EMPLOYEE \$100000 E.L. DISEASE - POLICY LIMIT \$100000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

Kings Crossing Townhome Condominium

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

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7. **INSURANCE.** CONTRACTOR agrees to carry General Liability Insurance in the minimum amount of \$1,000,000 and to provide ASSOCIATION with proof of same. Certificates of insurance shall be furnished to ASSOCIATION and shall provide thirty (30) days written notice to ASSOCIATION prior to cancellation or material change of the policy or policies. Certified copies of each policy shall be provided to ASSOCIATION upon ASSOCIATION'S request. CONTRACTOR agrees to protect, indemnify, and save ASSOCIATION harmless from claims, demands, and causes of action of any kind on account of personal injuries, death, or damage of property resulting from acts of CONTRACTOR, or CONTRACTOR'S agents, employees, or subcontractors. CONTRACTOR shall also be responsible for all damage and loss sustained by CONTRACTOR to CONTRACTOR'S tools and equipment utilized in the performance of work under this CONTRACT.
8. **NO LIEN.** CONTRACTOR agrees to pay off and satisfy all claims for labor and materials supplied, employed, or used in any way by it in connection with the work performed hereunder, and to permit no liens of any kind to be fixed upon or against the property of the ASSOCIATION by its employees, mechanics, or material men, and agrees to indemnify, protect, and save the ASSOCIATION harmless from and against all such claims and liens. CONTRACTOR further agrees that upon completion of work called for hereunder, he will provide the ASSOCIATION upon demand with proof satisfactory that there are no unsatisfied claims of any kind, including claims of injuries to persons or property. The amount due to be paid CONTRACTOR shall be paid by the ASSOCIATION to CONTRACTOR, subject however, to the provisions of Article 5469, Revised Civil Statutes of 1925, and all amendments thereto, or provisions of any other applicable laws.
9. **LICENSES AND CERTIFICATIONS.** In addition to the Certificates of Insurance specified herein, CONTRACTOR must provide the ASSOCIATION with a copy of the current Business License issued from the Texas Structural Pest Control Board and CONTRACTOR must be a licensed irrigator through the State of Texas. The License must be in the name of the company named in this contract. Also, an employee of the same company must be a Licensed Certified Applicator as specified by the Structural Pest Control Board of Texas and must provide a copy of said license to the ASSOCIATION.
10. **CANCELLATION.** This CONTRACT may be canceled by either party, with or without cause, on thirty (30) days notice by notifying the other party in writing that it desires all work to cease. Upon such cancellation, CONTRACTOR shall cease all work on a mutually agreed upon date, and ASSOCIATION shall make payment to CONTRACTOR for all work which is completed at said date.

For the ASSOCIATION:

Kings Crossing Townhome Condominium  
ATTN: Vickie Cain, C.A.M.  
9802 FM 1960 Bypass West, Suite 210  
Humble, TX 77338

For the CONTRACTOR:

Lake Houston Lawn Care, Inc  
22289 E. Knox  
Porter, TX 77365

SIGNED BY ASSOCIATION DESIGNEE:

Vickie Cain      2/22/08  
Association Designee      Date

\_\_\_\_\_  
Attest

SIGNED BY CONTRACTOR:

Gary L. Hayes      2-22-08  
Gary L. Hayes      Date  
Project Manager

Mattie Sattler  
Attest

## EXHIBIT A

### SERVICE DEFINITIONS

#### A - DEFINITIONS OF SERVICES

**A-1: Mowing, edging and trimming:** Maintenance of an even well-clipped appearance. All lawn areas are to be edged along any paved areas, including walkways, drives, curbs, slabs, and parking areas. All lawn areas are to be trimmed along fences, utility boxes, etc.

**A-2: Cleanup:** All edged areas and serviced paved areas will be blown free of clippings, and all clippings, leaves, papers or other debris shall be removed from all planted areas.

**A-3: Bedwork:** Beds shall be kept virtually free of weed growth by cultivation and or other mechanical means. Beds will be blown free of debris and leaves will be picked up as per the maintenance frequency schedule.

**A-4: Weed control:** Shrub beds will be kept neat and virtually weed free at all times. Herbicides may be used, at CONTRACTOR's expense, as a substitute for manual weeding. *Pest control applicators are licensed by the Texas Structural Pest Control Board, 1700 N. Congress, Austin, TX 78701*

**A-5: Irrigation:** The CONTRACTOR shall be familiar with and maintain control of the sprinkler system. The entire sprinkler system shall be checked as per the frequency schedule. Any repairs will be made as necessary. *Irrigation if Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), P.O. Box 13087, Austin, TX 78711-3087.*

**A-6: Crape Myrtle Pruning:** All crape myrtles will be trimmed one time per year according to the maintenance frequency schedule.

**A-7: Trimming:** All shrubs and ground cover will be trimmed to keep a neat and manicured appearance as per the frequency schedule.

**A-8:** All areas will be either blown, mowed edges or weed eaten per the frequency schedule.

**EXHIBIT B**

**SERVICE AREAS**

**B – AREAS TO BE SERVICED**

**B-1:** Property to be serviced is from curb of Rustic Woods to the fence behind 800 buildings.

**B-2:** From the curb at Golden Trails to the fence behind 300, 500, and 700 buildings including 4' walkway on utility easement behind the fence of the 300 building to where the fence turns to behind the 500 building.

**B-3:** From the sign at Lake Houston Parkway along Rustic Woods fence line to the sign at the corner of Rustic Woods and Golden Trails.

**B-4:** Behind the 300 building, at the fence that runs along West Lake Houston Parkway at Rustic Woods, maintain a 5' area and keep vines off of the fence.

**B-5:** Golden Trails area behind new fence: Clean the natural debris off of the (6) Catch basins.

**EXHIBIT C**

**INVOICES AND NOTICES**

**C-1:** Invoicing will be done monthly and statements will be processed on the 24<sup>th</sup> of each month, see Exhibit F for monthly billing amount.

**C-2:** Invoices shall be sent to the ASSOCIATION or ASSOCIATION'S designee.

**C-3:** Invoices must be paid in full by the 15<sup>th</sup> of the month or a late charge of 1.5% on past due amount will be added to the balance of the account.

**C-4:** Due to the fluctuating costs of fuel, it may be necessary to charge a fuel surcharge.

**C-5:** In the event of an unforeseen rise in the cost of doing business, such as an increase of minimum wage or insurance, it may be necessary to adjust the monthly billing amount to reflect the increase.

**C-6:** All documents and maps created by the CONTRACTOR are considered property of Lake Houston Lawn Care, Inc. and may be purchased for a fee set by the CONTRACTOR.

**EXHIBIT D**

**FEE SCHEDULE**

**D-1: MONTHLY FEE SCHEDULE**

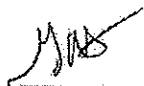
January	\$ 1,064.88	July	\$ 1,868.13
February	\$ 1,421.88	August	\$ 1,600.38
March	\$ 1,600.38	September	\$ 1,868.13
April	\$ 1,868.13	October	\$ 1,600.38
May	\$ 1,600.38	November	\$ 1,064.88
June	\$ 1,600.38	December	\$ 1,064.88
		Sub Total	\$ 18,222.81
		Tax 7.75%	\$1,474.27
		<b>Total</b>	<b>\$19,635.12</b>

**D-2: UNIT PRICING.** In addition to the services specified in the body of this contract, OWNER reserves the right to request additional or infrequent services, as requested by OWNER, at the unit prices scheduled below.

a. Mulch	\$37.00	Per cubic yard, installed
b. Fertilizer	\$25.00	Per 50-lb. bag, applied
c. Herbicide	\$45.00	Per 50-lb. bag, applied
d. Annual flowers	\$27.00	Per flat, installed
e. Other Labor	\$17.50	Per hour, Laborer
	\$26.25	Per hour, Emergency (Emergency defined by Owner)
	\$40.00	Per hour, Supervisor or Consultation
	\$45.00	Per hour, licensed irrigator



Initials



Initials

EXHIBIT E

FREQUENCY SCHEDULE

KINGS CROSSING TOWNHOME CONDOMINIUM #100

Services	2	2	4	5	4	4	4	4	5	4	4	5	4	4	5	4	4	5	4	2	2	2	43
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Visits										
Mow, Edge, Weedeat, Blow & Litter Pickup	2	2	4	5	4	4	5	4	5	4	4	5	4	4	5	4	4	5	4	2	2	43	
Bed Work	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Quality Control Check	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	12
Crape Myrtle Pruning		1																					1