



LANDSCAPE SERVICES AND SNOW MANAGEMENT MASTER AGREEMENT

Terms and Conditions

Date: October 19, 2023

BrightView: BrightView Landscape Services, Inc.

Client: Star Point Condominiums

Contract Start Date: October 27, 2023

Contract End Date: October 31, 2024

Service Fee*:

Landscape Service Fee*: \$26,621

Snow Service Fee*: Please see T&M pricing

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AND SNOW MANAGEMENT MASTER AGREEMENT (this "Agreement") is entered into as of Date above between BrightView and Client. If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties. Client and BrightView are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) During the Term (defined below), Client may engage BrightView to perform (i) landscape maintenance, construction, irrigation, and other general landscape services, together with delivery or installation of any associated goods and materials ("Landscape Services"), and/or (ii) snow maintenance, salting, hauling, or other general snow-related services or property enhancement services ("Snow Management Services") and, together with Landscape Services, the "Services"). The specific Services to be provided, including a complete description of such Services, the term of Services, and applicable pricing and the location(s) of the performance of such Services (the "Site(s)"), shall be set forth in a written authorization signed by each Party (a "Service Order").
- (b) The Parties agree that BrightView or its affiliates may provide Services under this Agreement. The BrightView entity entering into a Service Order is the sole provider of the Products/Services and is solely responsible thereunder (a "Supplier"). Client understands, acknowledges and agrees that each Supplier is solely responsible for adhering to the terms and conditions of this Agreement and any applicable Service Order. Client further agrees that (a) only the Supplier party to the Service Order bears any obligation with respect to the Services performed thereunder; (b) Client shall not seek enforcement of any obligations against any other BrightView entity, including the BrightView entity party to this Agreement and (c) Client shall look solely to the Supplier identified on any Service Order for recourse thereunder.
- (d) BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional standards and any local requirements or regulations in effect, using appropriately trained personnel and properly maintained equipment.
- (e) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each applicable Site after Landscape Services are completed and any regulated substances required to be applied as part of Landscape Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.
- (f) BrightView shall select all materials and equipment that will be used in connection with Snow Management Services. To the extent that Client requires BrightView to use materials or equipment that was not selected by BrightView ("Client Materials"), BrightView shall have no obligation to Client for any damage caused by Snow Management Services

rendered hereunder to the extent such damages are caused directly or indirectly by the use of any Client Materials. BrightView will use reasonable effort to advise Client of any known risks associated with the use of any Client Materials prior to using same.

2. Term. The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term".
3. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Services or at a worksite for which there is no attached Scope of Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges"). Notwithstanding the foregoing, if BrightView reasonably believes that an imminent danger or hazard exists as a result of snow and ice conditions on the Property, BrightView may at its sole discretion, perform Additional Services to remove such danger or hazard, even if the Additional Services have not been authorized by Client and falls outside the Contract Duties. BrightView shall be reimbursed for such services on a time and material basis.
4. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
5. Cooperation.
 - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes and, if required, shall provide storage and any other items designated in a Service Order. Client will notify BrightView in writing of any limitation on access to Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
 - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified in a Service Order for Landscape Services.
 - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fees, unless Client shall have given proper notice of termination pursuant to this Agreement.
6. Service Fees.
 - (a) For Services performed pursuant to this Agreement, Client shall pay BrightView:
 - (i) The Landscape Service Fee subject to adjustments as described below. Client shall pay the Landscape Service Fee to BrightView through monthly payments. The Landscape Service Fee shall be payable in 7 equal monthly installments, beginning in the month of April (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month, and payments are due within fifteen (15) days of the invoice date.
 - (ii) The Snow Service Fee on the applicable Service Order, subject to adjustments described below. The Snow Service Fee shall be paid in accordance with the terms set forth in the applicable Service Order. If payment details are not included in the Service Order, payment is due within fifteen (15) days of the invoice date.
 - (b) Overdue Service Fees shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees and administrative charges.
 - (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
 - (d) The Parties hereby acknowledge that a monthly installment plan may be set up for payment of Service Fees for Landscape Service, and that the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. A monthly installment plan is implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Landscape Services performed during any particular month or other billing period. If a Service Order is terminated for any reason on a date prior to the end date specified in the Service Order, then all sums paid by Client to BrightView for Landscape Services performed during the then current term year shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Landscape Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable, and Client shall promptly

pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Service Order but represents the portion of the charges for Landscape Services performed prior to but unpaid by Client as of the date said Service Order is terminated. For the avoidance of doubt, in no event will a Shortfall invoiced to Client exceed the total amount that would have been received by BrightView had the terminated Service Order continued uninterrupted until the end of its then current term.

- (e) Unless specified otherwise, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "*Consumer Price Index*" and "*CPI*" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.
- (f) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (g) Notwithstanding anything to the contrary herein or in any Service Order, Client acknowledges that it must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fees required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fees, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if this Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by

written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, BrightView may also elect, in its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other Party if (i) the other Party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other Party or (iii) all or substantially all of the other Party's property is levied upon or scheduled to be sold in a judicial proceeding.
- (d) Termination of this Agreement alone will not result in the termination of any previously entered into Service Order, and the terms of this Agreement will continue in effect for purposes of such Service Order, and the sole effect of terminating this Agreement will be to terminate the ability of either Party to enter into subsequent Service Orders that incorporate the terms of this Agreement.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Service Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Service Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Site(s) or Service Order site with respect to periods before, during, or after Services are performed or Service Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby

BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) By signing this Agreement, Client acknowledges and agrees that (i) snow or ice may accumulate while Snow Management Services are being performed, (ii) even when there is no precipitation present, snow may blow or drift onto a Site or be brushed onto cars, parking, and driving areas or walkways, and (iii) properly plowed snow may melt and refreeze after Snow Management Services are fully performed. Accordingly, Client understands and agrees that (A) BrightView cannot guarantee that the performance of Snow Management Services will remove all snow and ice from any Site, and (B) some snow or ice may still be present at a Site during or after the performance of Snow Management Services.
- (d) Any notice required by this Agreement, or any Service Order shall be in writing and given by hand delivery confirmed email transmission or by depositing such written notice in the U.S. mail, certified and postage prepaid. In the case of Client, notices shall be sent to the party at the address set forth in the preamble to this Agreement. In the case of BrightView, notices shall be sent to the branch address listed in the Service Order with a copy to BrightView Landscape Services, Inc., 980 Jolly Road, Suite 300, Blue Bell, PA 19422, Attn: Office of the General Counsel.
- (e) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Colorado will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (f) Neither Party may assign this Agreement without the prior written consent of the other Party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or

substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the Parties (including the record owner of the Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.

- (g) This Agreement, together with any Service Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the Parties with respect to the Services and supersedes all prior contracts or agreements with respect to the Services, whether oral or written.
- (h) Except as otherwise provided herein, this Agreement or any Service Order may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (i) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (j) BrightView agrees to indemnify, hold harmless and defend Client from and against any and all liability for loss, damage or expense, resulting from third party claims, for which Client may be held liable by reason of bodily injury or property damage to the extent caused by the negligent acts or omissions of BrightView during the performance of the Services, expressly excluding any damage or loss resulting from the use of Client Materials or caused by or relating to the negligence or willful misconduct of Client.
- (k) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.
- (l) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency,

national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with

or good faith efforts to comply with state or local water regulations or mandates.

- (m) Unless otherwise expressly provided in a provision that cross-references this Section 8(m), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Elliott Mansell

Address: 645 Compton St.
Broomfield, CO 80020

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: Star Point C/O ACCU, Inc.

Address: 1873 S. Bellaire St, Ste 1500
Denver, CO 80222

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

By: 

Name: Aaron Lott

Title: Director of Finance

Date: 10/27/2023

CLIENT

By: 

Name: Yvonne Garcia

Title: Community Manager/Authorized Agent

Date: 10/27/2023

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

This Statement of Work ("SOW") is incorporated into the Agreement by this reference. In the event multiple SOWs or Work Orders are attached to the Agreement as provided herein, each such SOW or Work Order shall be mutually exclusive of each other.

Site Name:*	Star Point Condominiums	Site Location:	8701 Huron St. Thornton, CO 80260
Client Business Name:	ACCU	Client Contact Name:	Yvonne Garcia
Client Contact Telephone:	303-339-9706	Client Contact Email:	ygarcia@accuinc.com
Billing Business Name:	ACCU	Billing Contact Name:	Ry Brown
Billing Contact Telephone:	303-733-1121x 133	Billing Contact Address:	1873 S. Bellaire St Suite 1500 Denver, CO 80222
Billing Email:	invoices@accuinc.com		
BrightView Contact Name:	Beatriz Camacho	BrightView Contact Telephone:	303-356-3260

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoice within the payment terms outlined in Section 6(a) of the Agreement.

Description of Landscape Services (attach diagrams if necessary):

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Irrigation Repair		\$ 75/hr	\$
Emergency Response		\$ 150/hr	\$
		\$	\$
		\$	\$
		\$	\$

“Service Specifications for Contract Landscape Management.”

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. Turf Care:

A. Mowing: Included Frequencies: 26

Turf areas shall be mowed more frequently during the active growing season and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

B. String Trimming: Included Frequencies 26

A. Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

C. Edging: Included Frequencies :13

All turf areas adjacent to sidewalks shall be edged.

D. Blowing: Included Frequencies: 26

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots.

E. Aeration: Included Frequencies: 1

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

F. Fertilization: Included Frequencies: 1x time release season-long fertilizer

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

G. Post Emergent Broadleaf Weed Control: Included Frequencies: 1 pre-emergent and 2-post-emergent applications

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance.

III. Shrubs and Bed Areas:

A. Pruning:

a. Shrub Pruning: Included Frequencies: 2

Shrubs shall be pruned throughout the growing season to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

b. Ornamental grasses will be cut one time per year, typically in late winter / early spring, to approximately $\frac{1}{4}$ of the existing height.

B. Weed Control – Pre- Emergent: Included Frequencies: 1

All bed areas will be treated with a pre-emergent weed control product to prevent the initial germination and spread of invasive weed species. Application will be performed in the spring when temperatures dictate that such applications will be effective, and will be broadcast applied (i.e. entire beds applied) with care taken to avoid contact with desirable plant material.

C. Weed Control – Post Emergent: Included Frequencies: 26

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or post-emergent/contact herbicides, or with manual removal (hand-pulling).

IV. Tree Care:

A. Limbing: Included Frequencies: 1

Pruning of all applicable trees to 8-10' height will be accomplished under this agreement. additional pruning can be performed via a separate work order.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

C. Tree rings will be chemically treated to control weeds and grass adjacent to tree trunks to establish a safe buffer to protect trees.

V. Native Areas:

A. Native / Alternate Turf Mowing: Included Frequencies: NA

Mow all native areas in their entirety to a height of 5"-6". This shall include string trimming and debris removal in said areas.

B. Beauty Band Mow/Trim: Included Frequencies: NA

Native beauty band mowing and mowing along trails and fence lines

VI. Irrigation System:

A. Activation: Included Frequencies: 1

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Client will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

B. Monitoring: Included Frequencies: 26

Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repairs will be performed in a timely manner and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by BrightView Landscape Services, Inc. during the normal course of operations will be repaired by BrightView Landscape Services, Inc. in a prompt manner at no expense to the Owner/Client.

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

Unless indicated otherwise, meter reading, usage tracking and reporting is not included but can be performed on a time and material basis if requested by Owner/Client

C. Deactivation / Winterization: Included Frequencies: 1

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November to be determined by the client, depending upon weather

conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at \$130 per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

D. Emergency Service Calls:

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 8:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client. \$130/hr.

E. Irrigation Repairs:

Any repairs required to ensure irrigation system is fully operational and effective, will be performed as needed, at a cost of \$75 / hr + any needed materials. Contractor is pre-approved to perform repairs Not to Exceed \$500 during any single occurrence. Repairs above \$500 will need to be authorized by client.

Any repairs resulting from Contractor operations, will be repaired at Contractor's expense and at no charge to the Client

VII. Landscape Debris & Trash Cleanup:

A. Growing Season: Included Frequencies: 26

All landscape areas shall be inspected on days of mowing service and excess landscape debris and trash removed. Unless otherwise indicated, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. Dormant Season: Included Frequencies: N/A

All landscape areas shall be inspected and excess landscape debris and trash removed. Unless otherwise indicated, debris clean-up does not include the cleanup of pet waste or pet stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. Spring Cleanup: Included Frequencies: 1

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Unless otherwise indicated, debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

IX. Fall Cleanup: Included Frequencies: 2

Typically in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Unless otherwise indicated, leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Unless otherwise indicated, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

X. Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

ADDITIONAL SERVICES AVAILABLE

Beyond those services made a part of the base contract, BrightView Landscape Services Inc. offers a number of additional landscape management services to help beautify, protect, and keep safe your landscape. These services include:

1. Tree Trimming
2. Plant Health Care
3. Winter Watering
4. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, and irrigation repair and upgrade/installation



- Turf
- Rock Bed
- Mulch Bed
- Native

*by signing contract, client agrees service map has been reviewed for accuracy

Description of Snow Services

CLIENT PRICING AGREEMENT

2023.0



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

10/27/2023 13:33

39090_BVLS Denver North

645 Compton St Broomfield CO 80020

Ph: (303) 938-8230

PENDING

• SERVICE LOCATION (Location)

Loc ID Location Name Estimate
0 STAR POINT CONDOMINIUMS PENDING

Location Address
8701 HURON ST, THORNTON, CO 80260

• CLIENT INFORMATION (Client)

Client ID Company Name
STAR POINT C/O ACCU, INC.

Billing Address
1873 S BELLAIRE ST SUITE1500 DENVER, CO 80222

• SCOPE OF SERVICES Service Start: 10/01/2023

Service End: 05/31/2024

Start Season: 2023

Vehicle Site Area(s) (VEH)	Service Start Trigger	Pedestrian Site Areas (PED)	Service Start Trigger
Parking/Driving Areas (RD)	4"	Private Sidewalks (PRI)	2"
Parking Structure (GAR)	N/A	Public Sidewalks (PUB)	
Ice Watch (Vehicle)	Allowed	Ice Watch (Pedestrian)	Allowed
Anti-Ice/Pretreatment (Vehicle)	Declined	Anti-Ice/Pretreatment (Pedestrian)	Declined

BrightView is only responsible for performing Services in the selected Site Areas after the Indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas Indicated.

• BrightView will stake curbs and obstacles in the indicated site areas by 12/01 of each season and will invoice Client \$9.00 per stake.

• Speed bumps/humps/tables shall not be repaired/replaced regardless of staking conditions.

• Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.

• Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.

• All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule

• All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed,

(b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving

areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands

and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location,

and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

• PRICE SCHEDULE BrightView will be compensated for work performed at the Service Location according to the agreed to prices

shown below. All listed equipment items includes the respective equipment and required operator.

Category	Area	Service/Unit Description	Unit	Min. Chg.	Price	Price	Price	Price	2023 Price
TM	ALL AREAS	Truck with Plow	Hr	1 Hr					\$127.00
TM	ALL AREAS	Truck with Plow and Spreader/Sprayer	Hr	1 Hr					\$127.00
TM	ALL AREAS	Truck with Spreader/Sprayer	Hr	1 Hr					\$127.00
TM	ALL AREAS	Skid Steer	Hr	4 Hrs					\$178.00
TM	ALL AREAS	Back Hoe /Loader less than 3CY	Hr	4 Hr					\$260.00
TM	ALL AREAS	Hauling/Relocating Snow (note)	Hr	1 Hr					\$178.00
TM	ALL AREAS	Snow Blower	Hr	1 Hr					\$88.00
TM	ALL AREAS	Crew Member	Hr	1 Hr					\$70.00
TM	ALL AREAS	Bag Ice Melt	50 Lbs	1 Bag					\$55.00
TM	ALL AREAS	Ice Slicer	Ton	1 Ton					\$300.00
TM	ALL AREAS	Front End Loader	Hr	4 Hr					\$335.00
TM	ALL AREAS	Snow Rator	Hr	1 Hr					\$127.00