



# True Landscaping, LLC

808 Lyndon Lane | Suite 204 | Louisville, KY 40222  
(502)-515-5690 | admin@true-landscaping.com | true-landscaping.com

**RECIPIENT:**

**Anchorage Independent School District**

11400 Ridge Road  
Anchorage, Kentucky 40223

Quote #90	
Sent on	_____
<b>Total</b>	<b>\$26,138.54</b>

All Services and Pricing Include Labor & Materials

Product/Service	Description	Qty.	Unit Price	Total
Lawn Maintenance	Includes: -Routine mowing of all lawn areas (excluding sports field) -Trimming and edging -Removal of grass clippings	32	\$330.00	\$10,560.00
Spring Clean Up	Includes: -Removal of weeds, clippings, and debris to clean out landscaping beds preparing them for mulch installation. -Installation of premium brown mulch installed at a 2-3" depth.	1	\$4,228.00	\$4,228.00
August Mulch Installation	Delivery and installation of premium mulch to landscape beds. Additional mulch application prior to school start date.	1	\$2,721.00	\$2,721.00
Pruning Shrubs	Spring & Early Fall	2	\$1,200.00	\$2,400.00
Fall Clean Up	Leaf removal, and debris haul off.	1	\$1,600.00	\$1,600.00



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Product/Service	Description	Qty.	Unit Price	Total
Turf Fertilizer, Weed, and Ground Pest Control Program	5 Applications: 1) Stonewall 13-0-0 T-Zone Herbicide  2)Dimension 2EW Momentum FX2  3)24-0-3  4)Momentum 4score Spar-tech 13-0-0  5)30-0-6 50% fall fertilizer	5	\$390.00	\$1,950.00
Landscape Bed Weed Control	Monthly application of pre emergent weed control to reduce inhibit weed growth. March-October.	8	\$150.00	\$1,200.00
Pricing for Salting Parking Lots	Light: \$270 Heavy: \$360 Pre Storm: \$270 Sidewalks: \$350  Bulk Magnesium Chloride/Magic Salt **	1	\$0.00	\$0.00
Pricing for Plowing Snow	1-3" - \$300 4-6" - \$420 7-9" - \$200 Per Hour Sidewalks: \$75 per man per hour	1	\$0.00	\$0.00
Tree work	\$100 per man hour	1	\$0.00	\$0.00
Irrigation work	\$125 per man hour	1	\$0.00	\$0.00
Landscape Lighting work	\$125 per man hour	1	\$0.00	\$0.00
General Landscape Work	Supervisor- \$95 per man hour Laborers- \$70 per man hour	1	\$0.00	\$0.00



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<b>Subtotal</b>	\$24,659.00
<b>KY (6.0%)</b>	\$1,479.54
<b>Total</b>	<b>\$26,138.54</b>

THIS SERVICE PROVIDER AGREEMENT (the "Agreement") is made and entered into upon the acceptance by you, the Client, and TRUE LANDSCAPING, LLC (referred to as "True Landscaping"), a Kentucky limited liability company located at 808 Lyndon Lane, Suite 204, Louisville, KY 40222.

### 1. Scope of Services

a. The Scope of Services shall be those services outlined herewithin.

b. True Landscaping shall perform its duties and responsibilities under this agreement to the best of its ability, in a diligent, timely, and professional manner, in accordance with performance standards generally prevailing in the industry.

### 2. Term

a. The term of this Agreement shall commence on March 1, 2026 and the Client and shall continue for twelve months. Upon expiration of the initial term of this Agreement, it will auto-renew and remain in effect for 1 year. Any cancellation must be provided within 60 days of the expiration of the contract.

### 3. Payment

a. For providing services, the Client agrees to pay True Landscaping the fees outlined in the Agreement.

b. True Landscaping shall invoice the Client for Services completed in accordance with the fees outlined above. Payment shall be as follows:

o Invoiced equal installments, billed monthly

### 4. Payment Terms

a. Full payment is expected upon completion of work and receipt of the invoice. The Client agrees to pay interest at the rate of 1.5% per month (18% annually) from the invoice date on all sums or late charges not paid within 30 days of the invoice date. The Client agrees to pay all collection fees on this account, including reasonable attorney fees. For any invoice not paid within 30 days, the client shall be in default of this agreement.

b. True Landscaping may terminate this agreement at any time if the Client is in payment default. If True Landscaping hires counsel to collect any overdue bill, True Landscaping shall be entitled to reasonable attorney's fees.

### 5. Cancellation by Either Party

a. Either party may cancel this agreement upon 60 days written notice. If True Landscaping cannot correct any deficiencies in the services provided under this agreement within 30 days after written notice by the Client, this agreement will become null, and void and all services rendered will become due and payable within the terms of this agreement. All correspondence must be sent to this office via certified mail/return receipt requested. See below for the appropriate office address.

### 6. Advance Notice

a. True Landscaping requires 48-hour notice of any changes to the Client's weekly scheduled services for any reason.

### 7. Fuel Surcharge

a. At any time during the term of this Agreement, should the average retail price of fuel in the local area exceed \$4.00 per gallon for more than 15 consecutive days, True Landscaping shall be entitled to levy a fuel surcharge as follows on that month's invoice.

o \$4.01-\$4.51 - 1.5% increase

o \$4.52-\$5.02 - 3.0% increase

o \$5.03-\$5.53 - 4.5% increase

### 8. Irrigation

a. All reasonable care will be taken to avoid damage to irrigation heads and lines; however, True Landscaping cannot be responsible for items that are not visible or appropriately marked. Proper marking of irrigation heads and lines shall be the Client's responsibility.

### 9. Market Based De-Icing Material Pricing

a. Salt and other de-icing materials are subject to significant price volatility and supply fluctuations. As such, de-icing material pricing under this Agreement may be adjusted by Contractor during the term of the Agreement to reflect prevailing market conditions, supplier price increases, transportation costs, or supply shortages. In the event of such changes, Contractor may revise de-icing material pricing to align with current market rates for comparable materials and services in the region.

### 10. Insurance & Indemnification

a. True Landscaping shall at all times carry and maintain, at True Landscaping's sole expense, (a) workers' compensation insurance covering all of its employees in the amount required by law, and (b) liability insurance for personal injury and



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property damage in the amount of \$2,000,000. True Landscaping shall maintain all the foregoing insurance coverage in full during the entire term of this Agreement and shall provide a certificate of insurance to the client upon request.

b. To the extent permitted by law, True Landscaping shall fully protect, indemnify, and save harmless and defend the Client and each owner or tenant in the property, and their respective members, managers, shareholders, directors, officers, employees, independent contractors, agents, and affiliates, from and against any and all losses, costs, damages, injuries, liabilities, liens, demands or penalties of every nature whatsoever, including court costs and reasonable attorney fees, arising out of claims by third parties and resulting from True Landscaping's performance of services.

c. To the extent permitted by law, the Client shall fully protect, indemnify, and save harmless and defend the Client and each owner or tenant in the property, and their respective members, managers, shareholders, directors, officers, employees, independent contractors, agents, and affiliates, from and against any and all losses, costs, damages, injuries, liabilities, liens, demands or penalties of every nature whatsoever, including court costs and reasonable attorney fees, arising out of defective condition of the common areas of the Property that causes injury to any personnel of True Landscaping or its subcontractors or causes damage to any trucks or other equipment of True Landscaping or its subcontractors.

## 11. Binding Effect

a. The terms, conditions, and provisions of this Agreement shall be legally binding upon and insure to the benefit of and be enforceable by each of the parties hereto and their respective successors and assigns.

## 12. Inspection/Defects

a. If the Client discovers any deficiency or defect in the performance of the Services or any breach of this Agreement by True Landscaping, the Client shall give True Landscaping written notice within ten (10) calendar days of the occurrence of such deficiency or defect or breach. Failure by the Client to provide notice shall serve as a waiver of such deficiency, defect, or breach. If the Client discovers a hazardous condition that may result in personal injury or property damage, the Client shall immediately take reasonable measures to prevent such injury or damage and shall notify True Landscaping of such condition.

## 13. Conflicts and Amendments

a. Should there be a conflict between this Agreement and any exhibits attached hereto, this Agreement shall control. This Agreement may be amended only by a written agreement signed by the Client and True Landscaping, and no action or inaction shall be deemed a waiver of or amendment to any of the terms hereof.

## 14. Severability

a. If any of the provisions in this Agreement are held to be unenforceable, the remaining provisions in this Agreement shall remain in full force and effect.

## 15. Warranty

a. All Services and materials are guaranteed to be as specified. All Services shall be completed in a workmanlike manner in accordance with standard practices. True Landscaping will, at no cost or expense to the Client, correct any defect in workmanship or material that may have occurred. The foregoing is True Landscaping's sole warranty. All other warranties, expressed or implied, including any warranty of merchantability and warranty of fitness for purpose, are excluded. The Client's exclusive remedy shall be for correction of any defect in workmanship and materials, as set forth above. In no event shall the Client be entitled to consequential, punitive, or special damages, regardless of whether the claim is based on warranty, contract, tort, or otherwise.

## 16. Arbitration, Choice of Law and Venue

a. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. At the option of True Landscaping, all disputes between the Client and True Landscaping shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association, with such arbitration held in Louisville, Kentucky. No other party may be joined to the arbitration proceeding without the consent of True Landscaping. If True Landscaping does not choose resolution by arbitration, the exclusive venue shall be in the Courts of Jefferson County in the state of Kentucky, or in the federal court encompassing said county. If such a dispute is resolved in court rather than arbitration, the Client and True Landscaping consent to jurisdiction of said courts.

## NOTICE TO CLIENT:

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the parties hereto have caused this service agreement to be executed by their authorized representatives as of the date set forth above.