



Snow & Ice Management Quote # 7167

Hedge Landscape, LLC will be referred to herein as "Hedge"

Scope of Services:

Hedge agrees to provide snow and ice management services for the property above at the rates set herein. This may include plowing, application of anti-icing agents, the use of snow blowers and/or other equipment, and hand shoveling as specified in the attached contract.

The Service Level Option selection chosen by client allows Hedge discretion if services are warranted based on precipitation and weather patterns. The client understands that snow and ice services may not result in dry, bare pavement and that slippery areas may exist at any time. Client understands and agrees that Hedge assumes NO liability for naturally occurring conditions. Further, the client agrees to defend and hold harmless Hedge and all employees / subcontractors from all action that may be taken against Hedge for all snow and ice management services. This clause will survive this agreement. Anti-icing agents such as (calcium chloride, magnesium chloride and other anti-icing agents) applied to paved surfaces for snow and ice management may cause damage to surfaces or surrounding vegetation. Hedge will try to avoid "over spray" but will not be held responsible for such damage.

Snow removal operations begin when conditions are suitable for icy conditions to exist. Snow may or may not be present when snow operations occur. Timing of storm and road conditions determine when property will be serviced. Blowing and drifting snow often make it necessary to begin earlier. Per Push, or Per Occurrence rates for snow removal are based on one trip to the site and additional accumulations result in additional occurrences / charges. If a client chooses to be "On Call" then the client understands they will be serviced after all Zero Tolerance and Automatic Service properties are serviced.

Snow and ice management often requires our employees to be exposed to extreme wind chill factors. Hedge reserves the right to suspend services during severe conditions without penalty by client so as to not force unsafe working conditions upon its employees.

Safety snow staking (Install & Removal) at properties is required when there are no curbs and/or obstacles which are not obvious to a plow operator during a snow event. Hedge will provide and install safety snow stakes before the season and remove after the season, at an additional charge. Hedge will use its judgment to determine the location and amount of stakes required at each property. If the client elects not to have Hedge install safety snow stakes, Hedge will assume no responsibility for property damage caused by snow removal operations. All safety snow stakes placed by Hedge remain the property of Hedge. If safety snow stakes are removed by the client or others, Hedge will assume no responsibility for property damage caused by snow removal operations. Damage to speed bumps, humps, or other traffic calming methods, undisclosed to Hedge, are not the responsibility of Hedge and if not properly staked or marked may cause damage to Hedge equipment. Hedge is at no time responsible for any speed bump/hump damage.

Quote # 7167 Customer Initial: _____

RK
10/27/23

Landscape / Snow Policy:

Hedge's policy is to provide snow services to those clients with whom it has a landscape maintenance agreement. As a result, if a client has not entered into a landscape maintenance agreement with Hedge for the upcoming season for the site by November 15th, Hedge shall have the right to terminate this agreement without notice to client.

Snow rates provided will increase based on the signing dates as indicated below:

Percent Increase: After 11/15: 5% After 12/01: 10%

These rate adjustments are based on the losses of discounts that may have been available for advance purchases of fuel and materials, the increased cost of snow operators as the snow season approaches, and other additional operational / administrative expenses associated with short-term planning.

Client agrees that the rates do not include applicable state sales tax and the client shall be obligated to pay any state sales tax due in connection with services. The rates expressed apply only if the Agreement is executed by client on or before Nov. 15th for the upcoming snow season.

Clarifications:

Client understands that snow accumulations vary throughout the area, and that accumulations in one area may not be indicative of accumulations at the clients location. Client understands that drifting snow may necessitate plowing of their particular location regardless of the total snowfall at that location. Blizzard conditions or unusual amounts of snow may require the use of a loader in order to stack or move snow on site. Under these conditions the client must understand that this is not a normal event and that turn-around time will be significantly longer than usual. In addition, the use of additional equipment and labor can necessitate additional costs.

Fuel & Salt Cost Volatility:

Pricing may be subject to change throughout the term of this contract due to the volatility in the fuel and salt markets. Hedge will have the opportunity to re-visit pricing annually with the client in good faith if pricing of fuel or salt increase by 5% over prevailing local costs on or after Sept. 1st of each snow season. In the event fuel prices go above \$4/gallon (#2 diesel) or salt prices increase after Sept. 1st of each upcoming snow season the contractor will have the right to adjust pricing immediately without notification to recover the additional cost.

Contact Information:

Hedge Landscape LLC. – 1013 Gahanna Parkway Columbus Ohio 43230

Snow Service Requests - 614-818-5296 ext 102 or email snow@hedgelandscape.com

Quote # 7167 Customer Initial: RK

10/25/23



Snow & Ice Management

The Barringtons at Wedgewood Condos
10014 Beckford Court
Powell, OH 43065

Description	Quantity	Rate	Amount
Plow Drives at 3.0" - 4.9" of snow accumulation, per visit	1	545.00	545.00
Plow Drives at 5.0" - 6.9"	1	680.00	680.00
Plow Drives at 7.0" - 9.9"	1	850.00	850.00
Plow Drives at +10.0"	1	1062.50	1062.50
Rock Salt Application - Flat Rate per application	1	275.00	275.00
Clear Walks - Laborer w/ Shovel - Billed Hourly	1	55.00	55.00
Clear Walks - Snow Blower w/ Operator - Billed Hourly at \$85/HR	1	85.00	85.00
CaCl Application - Non corrosive ice melt for concrete walks - Per 50lb bag used	1	35.00	35.00

Contract Options: Please initial one Quote # 7167

_____ Two Year: 2023-2024 and 2024-2025 Winter Seasons (Nov 15 - March 31) - Lock in rates for two seasons

 X Three Year: 2023-2024, 2024-2025, and 2025-2026 Winter Seasons - Lock in rates for three seasons

BILLING TERMS & CONDITIONS

Hedge Landscape, LLC (Contractor) will bill Customer and Customer shall pay Contractor within 15 days of the billing date. Contractor reserves the right to suspend services if any billing remains unpaid after 15 days. Billing is not necessarily processed monthly due to the unpredictability of Winter weather and other factors. If Contractor determines it necessary to employ an attorney to collect delinquent billings, then Customer shall reimburse Contractor for the reasonable cost of such collection action. This agreement shall be terminable upon thirty (30) days written notice by either party, unless terminated earlier for just cause. Customer agrees to promptly notify Contractor, in writing, of any dissatisfaction with the services provided under this agreement in order to assure the services are performed in a manner agreed. Contractor shall not be responsible for any losses, damages, or delays resulting from unavailability of materials or plantings, weather, strikes, or acts of nature. Contractor carries public liability insurance with respect to its operations. Contractor participates in the Ohio Worker's Compensation program and, upon request, will provide Customer with a copy of the Contractor's current Certificate of Payment.

The above Rates, Billing Terms & Conditions, and attached Scope of Services, Landscape / Snow Policy, Clarifications, Fuel & Salt Cost Volatility, and Service Authorization are satisfactory and are hereby ACCEPTED. Customer authorizes the work as specified. Complete and return all attached forms and attach your property map to begin service(s). Quote # 7167

Customer Signature Rosalinde Kaufmann Date 10/25/23

Print Name Rosalinde Kaufmann Title President

Phone 614-949-2919 Email rc@davidsonphillips.com

Billing Address VGL Management, 6099 Riverside Drive #200, Dublin, Ohio 43017
c/o Natalie Fluor - 614-408-3217, email: nfluor@vglltd.com

Quote # 7167



Snow & Ice Management Service Authorization

Property Name: The Barringtons At Wedgewood Contact Name: Lettie Schmidt
 Property Address: _____ Contact Phone: 614-209-0914
 _____ Contact Email: lettie@hull-hull.com

Winter Service Hours:

Monday _____
 Tuesday _____
 Wednesday _____
 Thursday _____
 Friday _____
 Saturday _____
 Sunday _____

Holiday Service Hours:

Thanksgiving _____ New Years Eve _____
 Christmas Eve _____ New Years Day _____
 Christmas Day _____ Other _____

Do you have a gate code to enter property? (please circle)

No Yes Gate Code: _____

Do you have speed bumps, humps or other traffic calming methods?

No Yes If yes, please mark them on your property map

We require you to attach and return a property map with highlighted service areas

Service Level Options

Please Initial One Option Below (CaCl = Calcium Chloride non corrosive sidewalk ice melt)

_____ **Zero Tolerance Service: Highest priority service**

Pre-salt applications in anticipation of slippery conditions (if determined necessary due to event timing)
 Shovel walks at 0.5" or more of accumulation.
 Plow roads and parking lots at 1" or more of accumulation.
 Salt roads and parking lots and/or CaCl walks with any slippery conditions.

X **Triggered Automatic Service: High priority service**

(Triggers for Plow and Walks Services *must* match *unless* none is chosen for either)

Plow Trigger: (please circle one)

1" 2" 3" None

Walks Trigger: (please circle one)

1" 2" 3" None

Road Salt Trigger: (please circle one)

Any slippery conditions

Only after plowing

None

Walks CaCl Trigger: (please circle one)

Any slippery conditions

Only after shoveling

None

X **"On Call" Service: First come, first served service - House walks**

Clients are serviced in the order they call in, after Zero Tolerance and Automatic Service clients are serviced.

Safety Snow Staking: Hedge Landscape will provide, install, and remove brightly colored stakes to mark obstacles hidden by snow.

Please Initial Option

X I accept snow staking services for the rate of \$3.00 per stake, client will be invoiced for staking after staking is completed.

_____ I decline snow staking services and accept full responsibility for any damage caused by all snow and ice operations.

Customer Signature: Rosalinde Kaufmann Date: 10/25/24