



**Williamson
Management, Inc.** Property Management

March 16, 2005

ValleyCrest Landscape Maintenance
Attn: Jeffrey Randall
10S112 Schoger Drive
Naperville, IL 60564

Dear Jeffrey Randall:

At their recent meeting, the Board of Directors for the Dominion Patio Homes Condominium Association No. 1-A reviewed and approved your proposal dated March 4, 2005 to provide landscaping services for the Association from April 1, 2005 through November 15, 2006 (two years) for a base management price of \$5,950.00 per year (\$850.00 per month). A signed copy of this proposal has been enclosed for your records.

Prior to the commencement of work, please submit your company's Certificate of Insurance establishing General Liability coverage (including completed operations) in the amount of at least \$1,000,000.00 and naming the Dominion Patio Homes Condominium Association No. 1-A and C & O Management Company, Inc., d/b/a/ Williamson Management, Inc., as additional insureds. Evidence of Worker's Compensation, as required by Illinois statute, must also be provided.

I look forward to working with you during the upcoming landscaping season. Should you have any questions or comments, please feel free to contact me at ext. 309.

Sincerely,

Kelly Koehler
Property Manager

KK/bj

Enclosure: Signed proposal dated March 4, 2005

cc: Board of Directors, Dominion Patio Homes Condominium Association No. 1-A
dp#3.valleycrest



ValleyCrest
Landscape Maintenance

10S112 Schoger, Naperville 60564
tel # (630) 898-6700 fax # (630) 851-6330

Client/Owner's Business Name: Williamson Management	Date: 5/9/05	Contract/AEW No: 5216
Client/Owner's Full Address: 215 Williams Street, Bensenville, IL 60106	Job Name: Dominion Patio, Itasca	
Contact Person: Mrs. Kelly Koehler	Job Site Address: Same	
Phone #: 630 787-0305 Fax #: 630 787-0336	Other:	

INTERNAL USE ONLY

Client Number _____ Purchase Work Order # _____ Coding # _____ Job # _____ Tax Code: _____
 ﻓ Do not mail; send invoice back to branch ﻓ Attach copy of signed approval letter w/invoice

Scope of Work to Perform:

Dormant Pruning (3 year Plan)

Remove dead and diseased branches, sucker growth, and any crossover or deformed branches and thin if needed all deciduous and ornamental trees under 15 feet. Deciduous shrubs will be rejuvenated by either pruning to a height of between 6 to 10 or by removing all dead or diseased stems thinned to remove oldest growth. Excludes any pruning of evergreen shrubs or trees as this is not when these plants should be pruned. This must be completed prior to leafing out in spring.

Proposed Fee: \$750.00 05/06
 \$750.00 06/07
 \$750.00 07/08

Includes hauling disposing of any debris accumulated from pruning

Thank you for your consideration, please do not hesitate to contact me with any questions or concerns.

Thank you.

Sincerely,

Jeffery Randall
Account Manager

Terms and Conditions for Contract/AEW No. 5216

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall be presentable at all times. All employees shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner.
6. Liability: Contractor shall indemnify the Client/Owner, its agents, and employees from liability which arise out of the Contractor's work. It is understood and agreed that the Contractor is not liable for any damages whatsoever that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. Additional Services: Any services rendered by Contractor that are in addition to or beyond the written scope of work required by this Contract shall be separately billed. In addition, any additional work not shown in the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.
9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Contract or other functions related thereto, during normal business hours and other reasonable periods of time.
10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice.
11. Warranty: All work performed on site will be guaranteed for One (1) Year after completion. Client/Owner shall give Contractor forty-eight 48 hours written notice to correct any problems or defect discovered in the performance of work required under this Contract. Contractor will not accept any deduction or offset.
12. Termination: This Work Order may be terminated by the Client/Owner with or without cause, upon thirty (30) days advance written notice. Client/Owner will be required to pay for all work completed to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Wok Order. Neither the Client/Owner nor the Contractor shall assign or transfer any interest in this agreement without the written consent of the other party.
14. Arbitration: The parties agree that in the interest of economy, speed and insuring continued good relationships; any question arising out of the operation of this agreement, which the parties cannot resolve, between themselves shall be referred to binding arbitration under the rules of the American Arbitration Association or other arbitration tribunal.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Landscape Maintenance, within fifteen (15) days after billing, ValleyCrest Landscape Maintenance, shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this Contract. Interest at a per annum rate will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION NATURE JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Client/Owner

ValleyCrest Landscape Maintenance, Inc.

By: _____

By: _____

Print Name/Title

Print Name/VCLM Operations Manager

Date: _____

Date: _____