

BERKSHIRE RIDGE- OAK RIDGE NJ
INDEPENDENT CONTRACTOR AGREEMENT

Landscape Maintenance Services

THIS AGREEMENT is made between the **BERKSHIRE RIDGE**, a New Jersey corporation, c/o MEM Property Management, (hereinafter the "Association") and **JT Landscaping & Design, LLC** (hereinafter the "Contractor"), having an address at 67 Dartmouth Rd, Wayne, New Jersey 07470, and is effective as of this 1st day of April, 2026.

PREAMBLE

- A.** The Association holds title to or is the authorized managing agent for the real property commonly known as Berkshire Ridge, located in Jefferson, Morris County, New Jersey (hereinafter the "Property"); and
- B.** The Contractor is engaged in the business of providing landscape maintenance services; and
- C.** The Association desires to engage the services of the Contractor to perform landscape maintenance services in various areas of the Property, and the Contractor desires to provide such services pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. NATURE OF SERVICES AND SPECIFICATIONS

- 1.1 The Contractor will perform landscape maintenance services between April and October, of each calendar year during the term of this Agreement as set forth in Section 4 of this Agreement.
- 1.2 Landscape maintenance services will be performed in accordance with this Agreement and the Landscape Maintenance Specifications described in Schedule A, attached hereto and made a part hereof (collectively the "Landscape Maintenance Specifications"), and the Contractor will furnish all labor, equipment and materials necessary for the performance, maintenance and services of its duties hereunder. If the Association requests any additional landscape maintenance services, other than those expressly described in this Agreement and in Schedule A, the Contractor and the Association shall discuss and negotiate in writing an additional fee for said requested additional services. The Association agrees to pay the Contractor for said additional services within thirty (30) days of receipt of

the invoice submitted for such services. The Contractor reserves its rights under Section 2.2 if the Association does not remit payment timely.

- 1.3 The commencement, conduct, and completion of landscape maintenance services shall be performed in concert with the Association and its representatives and the Contractor shall keep the Association and its representatives apprised of the start, progress and completion. The Association has the right to inspect the Contractor's work and notify the Contractor of any uncompleted or unsatisfactory items within twenty-four (24) hours after completion of the work performed by the Contractor. Such notification must be given in writing and emailed to jtlandscaping.design@yahoo.com, and shall state all claims known to the Association arising out of the Contractor's failure to comply with this Agreement. The Contractor shall have twenty-four (24) hours to respond to the Association and remedy any unsatisfactory items (unless impracticable circumstances prevent the Contractor from remedying the situation within the twenty-four (24) hour period).
- 1.4 Payment by the Association to the Contractor will not relieve the Contractor from any claim by the Association for defective work or for damages to improvements (including, but not limited to, roads, curbs, sidewalks, fire hydrants, sprinkler heads, buildings and landscaping), which may have occurred during or in connection with the performance of landscape maintenance services.
- 1.5 The Contractor shall give the Association at least one emergency telephone number where the Contractor can be reached at all times during the term of this Agreement.
- 1.6 The Contractor will, at its own cost, keep all motorized equipment in good repair. The Contractor will make every effort to keep equipment noise at a minimal level. The Association shall not be responsible for any loss, damage or injury of, or to, any of the Contractor's equipment or supplies, which may be maintained on the Property and such storage shall be at the Contractor's risk.
- 1.7 The Contractor will, at its own cost, furnish adequate workmen, equipment, supplies and materials (including fuel), and will exercise supervision over its employees, personnel, agents and contractors at all times.
- 1.8 The Association will not give instructions or orders directly to employees or workmen of the Contractor, except to persons designated as authorized representatives of the Contractor. The Contractor will maintain regular communication with the Association during times of service in order to

follow-up on complaints or to accept additional work orders. At least one member of the Contractor's on-site work crew must speak fluent English.

2. **COMPENSATION FOR SERVICES**

- 2.1 The Association shall pay the Contractor in accordance with the schedule below:

<u>Term of Service</u>	<u>Total Annual Price*</u>	<u>Monthly Payment*</u>
04/01/26-11/30/26	\$82,609.80	\$10,326.23
04/01/27-11/30/27	\$85,088.10	\$10,636.01
04/01/28-11/30/28	\$88,491.63	\$11,061.46

<u>Date of Invoice (1 month in advance)</u>	<u>Due Date of Payment (1st of month)</u>
March 1, 2026	April 1, 2026
April 1, 2026	May 1, 2026
May 1, 2026	June 1, 2026
June 1, 2026	July 1, 2026
July 1, 2026	August 1, 2026
August 1, 2026	September 1, 2026
September 1, 2026	October 1, 2026
October 1, 2026	November 1, 2026

March 1, 2027	April 1, 2027
April 1, 2027	May 1, 2027
May 1, 2027	June 1, 2027
June 1, 2027	July 1, 2027
July 1, 2027	August 1, 2027
August 1, 2027	September 1, 2027
September 1, 2027	October 1, 2027
October 1, 2027	November 1, 2027

March 1, 2028	April 1, 2028
April 1, 2028	May 1, 2028
May 1, 2028	June 1, 2028
June 1, 2028	July 1, 2028
July 1, 2028	August 1, 2028
August 1, 2028	September 1, 2028
September 1, 2028	October 1, 2028
October 1, 2028	November 1, 2028

*** - Prices do not include applicable New Jersey Sales Tax.**

- 2.2 The Contractor will bill the Association on the first day of every month in advance, commencing on the effective date of this Agreement (April 1, 2026) and ending on the first day of the last month of the effective term of this Agreement (November 1, 2028). The Association shall remit payment to the Contractor within thirty (30) days of receipt of the Contractor's monthly invoice. The Contractor has the right to cease performance of landscape maintenance services pursuant to this Agreement if the Association fails to pay the Contractor within thirty (30) days of receipt of the Contractor's monthly invoice. In the event of nonpayment by the Association, the Contractor also has the right to institute a formal proceeding against the Association to recover payment for any and all unpaid invoices, including the costs/fees associated with the institution of the lawsuit.
- 2.3 Any damage to the turf, cobblestones or building structures due to landscape maintenance services will be repaired by the Contractor, or a subcontractor of the Contractor's choosing, at the Contractor's expense. The Association and the Contractor will conduct a walkthrough of the site upon completion of each season to note any issues or damages to the Property.

3. INDEPENDENT CONTRACTOR

- 3.1 The Contractor hereby warrants and represents that it is an independent contractor and is not an agent, servant, employee or representative of the Association. Nothing herein shall be construed to create an Employee/Employer relationship between the parties hereto.

4. TERM OF AGREEMENT

- 4.1 This Agreement will become effective on April 1, 2026, and expire on November 30, 2028.

5. INDEMNIFICATION

- 5.1 The Contractor agrees to indemnify, defend and hold harmless the Association and its respective directors, trustees, and officers from any and all liability, costs, losses, damages, demands, actions, claims, and expenses (including, but not limited to, reasonable attorneys' fees and costs) sustained or incurred by any person or persons or on account of damage to property arising out of, or in consequence of, the performance of, or failure to comply with, the terms of this Agreement, where such injuries to persons or damage to property are due, or claim to be due, to

any negligence, wrongful act or omission of the Contractor, or its employees, agents, servants, representatives or subcontractors.

- 5.2 The Association agrees to indemnify, defend and hold harmless the Contractor and its respective employees, agents, servants, representatives or subcontractors from any and all liability, costs, losses, damages, demands, actions, claims, and expenses (including, but not limited to, reasonable attorneys' fees and costs) sustained or incurred by any person or persons or on account of damage to property arising out of, or in consequence of, the performance of, or failure to comply with, the terms of this Agreement, where such injuries to persons or damage to property are due, or claim to be due, to any negligence, wrongful act or omission of the Association, or its employees, agents, servants, representatives or subcontractors.

6. INSURANCE

- 6.1 The Contractor shall obtain and maintain, at its sole cost and expense, insurance of the following kinds and limits, covering all locations of the Contractor's operations in connection with the services to be rendered under this Agreement:
- A. Workers' Compensation insurance, covering all employees of the Contractor, with statutory limits of liability and, in states with limited medical benefits, additional medical payments of at least TEN THOUSAND DOLLARS (\$10,000.00) per accident or disease.
 - B. Employer's Liability insurance, covering all employees of the Contractor, with a liability limit of at least ONE MILLION DOLLARS (\$1,000,000.00) per accident or disease.
 - C. Comprehensive Public Liability and Property Damage insurance, covering the legal liability for bodily injuries and property damages, for a combined limit of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and covering at least the following hazards: (i) Contractor's Premises and Operations; (ii) Contractor's Protective for its legal liability in connection with subcontractor's operations; (iii) Contractual; and, (iv) Completed Operation.
 - D. Comprehensive Automotive Liability insurance, covering bodily injuries, in limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per person and TWO MILLION DOLLARS (\$2,000,000.00) per accident and for property damage of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per accident, providing coverage for any accident arising out of or

resulting from the operation, maintenance, or use by the Contractor on the Property of any owned, non-owned or hired automobiles, trailers or other vehicular equipment required to be licensed.

- 6.2 The Contractor shall provide certificates of insurance to the Association evidencing the aforementioned insurance requirements, and where permissible or required, name the Association as an additional insured. All certificates must be submitted to, and approved by, the Association prior to the commencement of the services pursuant to this Agreement. The insurance companies shall be licensed to conduct business in the State of New Jersey. In addition, the insurance carriers of said insurance shall be required to notify the Association of any changes in, or cancellation of, coverage. Said notification shall not be effective upon the Association unless received by the Association at least thirty (30) days prior to the change or cancellation of insurance coverages. All policies of insurance required pursuant to this Agreement shall, to the extent obtainable and regardless of additional cost or premium, contain waivers of subrogation provisions with respect to the acts or omissions of the Association.
- 6.3 If the Contractor fails to obtain and maintain the required insurance coverages as herein provided, this Agreement may either be terminated immediately by the Association, without giving prior written notice to the Contractor, or the Association may procure the required insurance and deduct the costs of such insurance from payments due to the Contractor pursuant to the terms of this Agreement.

7. ADDITIONAL PROVISIONS

- 7.1 The Contractor shall, at its sole cost and expense, in connection with the work to be performed and rendered herein:
- A. Provide and pay for all salaries, wages, taxes, employee benefits, etc.; and
 - B. Procure all permits and licenses, which may become payable to any authority by reason of the work.
- 7.2 At all times, while on the Property, the Contractor and Contractor's employees and subcontractors shall observe and be subject to the Association's rules and regulations.
- 7.3 The Contractor accepts full and exclusive responsibility and liability for payment of federal and state payroll taxes and for contributions for unemployment insurance, old age pensions, annuities, retirement, and other benefits imposed or assessed under any provision of any law (state

or federal) and measured by wages, salaries or other remuneration paid or payable by the Contractor to its employees engaged in said services or in any operation incidental thereto, and agrees that each subcontractor who performs any part of said work will accept the same responsibility and liability with respect to employees of such subcontractor.

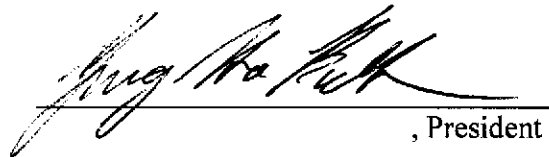
8. MISCELLANEOUS PROVISIONS

- 8.1 **Due Authorization.** The undersigned representatives of the Association and the Contractor warrant and represent that they are authorized to enter into this Agreement on behalf of their respective organizations.
- 8.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and shall not be altered, modified or amended in any way without the express consent, in writing, by said parties. Further, all of the terms, provisions, covenants and conditions of this Agreement shall be binding on the parties hereto unless altered, modified or amended as aforesaid.
- 8.3 **Notices.** All notices regarding default or breach required to be given under the terms of this Agreement shall be delivered via certified mail, return receipt requested, to the parties hereto at their respective addresses stated herein.
- 8.4 **Assignment.** The Contractor has the right to assign subcontractors to perform select tasks associated with the performance of the landscape maintenance services, and if assigned, the Contractor shall remain the primary contact for the Association. The Contractor shall remain the responsible party under the terms of this Agreement.
- 8.5 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way impair or affect any other provision of this Agreement, each of which other provision shall remain in full force and effect. In such instance, this Agreement shall be construed in all respects as if any such invalid or unenforceable provision was omitted herefrom.
- 8.6 **Interpretation.** This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
10 day of September, 2025.

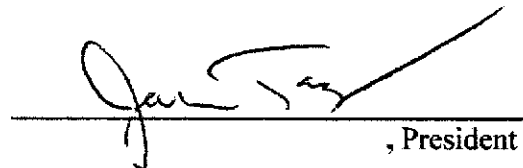
WITNESS:

BERKSHIRE RIDGE.:


_____, President

WITNESS:

JT Landscaping & Design, LLC:


_____, President

SCHEDULE A
LANDSCAPE MAINTENANCE
SPECIFICATIONS

LANDSCAPE MAINTENANCE SPECIFICATIONS

- **Spring Cleanup** – Includes (**de-thatching**) of all lawn areas, removal and disposal of branches, leaves and debris from all lawn areas and applicable shrub beds in the common areas, foundation planting beds and all paved areas. Clean up beds, walkways, sidewalks and foundations of weeds, overgrown vegetation, leaves, branches, and clutter. Weeding and (**spade shovel**) -edging of beds, **turn/cultivate** all bedded areas for fresher appearance. Repairing of any damaged lawn areas caused by the landscaper. Applying all mulched areas with pre-emergent herbicide for weed control. Blowing of curbs and walkways. Examine all landscaped and turf areas for problems and provide HOA with recommendations report
- **Property Maintenance** – Includes (**weekly**) cutting of grass, edging and weeding of all beds and walkways, blowing of curbs, walks, parking lot and driveways, and unlimited weed killer applications (**wherever necessary**). All grass clippings shall be removed from all playground equipment, pool deck, tennis court, porches, beds, walkways, sidewalks, driveways, and parking lots after each mowing.
- **Trimming and Pruning** – Trimming of (**all**) Shrubs 1 time per calendar year and tree pruning once per calendar year up to 12 feet. Trees will be pruned to remove base sucker growth as needed. Removal of dead wood and removal of branches which impede walkways and/or parking areas will be performed as needed during the contract period. All shrubs will be trimmed using formal techniques unless otherwise arranged. Trimming will be done 1 time per year. Trimming to be completed by July 15th. All debris from this work will be immediately disposed of offsite. Evergreen shrubs will be pruned to maintain their natural form. Pruning will include removal of dead and damaged branches and irregular growth habits. Prune the plants new growth to maintain the current size and shape of the plant. All deciduous shrubs will be pruned to promote a natural growth habit during the growing season. Care will be taken not to remove too much of the flowering surface branches when pruning. Shrubs that flower on previous year's growth will be pruned after flowering. New growth will be pruned to maintain the current size and shape

of the plant. Perennials and ornamental grasses will be cut and pruned at appropriate times throughout the season.

- **Fall Cleanup** –Bi- Weekly leaf removal and must be completed by November 30th. Clear out fallen leaves, branches, pine needles, litter & debris from lawns, beds, curbs, sidewalks and rock walls. Remove leaves and debris from all paved areas. Trim any dead branches off trees that are within reach no special equipment required.
- **Turf Maintenance** – Six (6) timed applications on Lawn area for growth, weed and insect control. (See page 10 for full chemical specifications.)
- **General -**
 1. Contractor will remove all leaves and grass clippings from the property and will NOT dump debris in any wooded area on Association property or along the property line.
 2. Contractor will advise Property Manager at site of the need for reseeding or re-sodding of any areas.
 3. All turf areas inaccessible to mowing equipment will be trimmed prior to mowing as needed to maintain a neat, well-groomed appearance.
 4. The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown onto wooded areas on property, adjacent property, street surfaces, sewer drains, fence lines or planting areas.
 5. Use trimmers in locations where mowers cannot reach vegetation.
 6. Contractor will be responsible for replacement of trees, shrubs or bushes damaged by inappropriate mowing or edging.
 7. Landscape Maintenance work shall be performed during the regular hours of 8.00 A.M. through 5:00 PM unless otherwise specified/approved by the Association due to uncontrollable weather situations.
- **Additional Services-** Prices to be determined at time service is requested.

Turf Maintenance Specifications:

- Pre-emergent crabgrass control and fertilizer
- Pre-emergent crabgrass control broadleaf weed and fertilizer
- Fertilizer and monitoring for chinch bug and weeds

- Fertilizer, spot treatment of crabgrass, weed control and chinch bug
- Fertilizer and a blanket application of weed control
- High Potassium fertilizer
- Grub control as a preventative/ curative
- Eliminate weeds in shrub beds
- Curative chinch bug application
- Round Up- Non Selective Herbicide
- Broadleaf Weed Control- Selective Herbicide