

Date: April 6, 2026

BrightView: BrightView Landscapes, LLC

Client: City of Greenfield

Owner; Management Company or c/o (if applicable):

Contract Start Date: April 1, 2026

Contract End Date: December 31, 2026

Service Fee*:

*Plus, sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property and is the financially responsible party for all fees due under this Agreement.

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

LANDSCAPE SITE: City of Greenfield
CLIENT BILLING ADDRESS: 900 West Tague Street, Greenfield, IN 46140 ATTN: Tim Boyk PHONE: 317-477-4380 BILLING EMAIL: Tim.Boyk@Greenfieldin.gov
BRIGHTVIEW CONTACT: Byer, Luke Luke.Byer@Brightview.com

The Term shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall select one
 renew automatically for successive one-year periods, (each, a "Renewal Term"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the start of the next Renewal Term.
 terminate on the Contract End Date.

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 invoices within fifteen (15) days of invoice date.

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)

CLIENT

By: 

By: _____

Name: Luke Byer

Name: _____

Title: Account Manager

Title: _____

Date: 4/1/2

Date: _____

City of Greenfield Landscape Maintenance

	Occurrences	\$/Occ.	\$ Total
Mulch Landscape Beds-Brown Dyed Mulch	<u>1</u>	<u>\$4,862.52</u>	<u>\$4,862.52</u>
Post Emergent Weed Control for Landscape Beds and crack/curb weeds	<u>14</u>	<u>\$545.64</u>	<u>\$7,638.96</u>
Spring Clean up	<u>1</u>	<u>\$607.15</u>	<u>\$607.15</u>
Perennial Care	<u>1</u>	<u>\$404.76</u>	<u>\$404.76</u>
Fall Clean up	<u>1</u>	<u>\$1,214.29</u>	<u>\$1,214.29</u>
Prune Ornamental Grass	<u>1</u>	<u>\$1,110.66</u>	<u>\$1,110.66</u>
Irrigation Backflow Testing	<u>1</u>	<u>\$423.87</u>	<u>\$423.87</u>
Irrigation Start up	<u>1</u>	<u>\$1,028.81</u>	<u>\$1,028.81</u>
Monthly Inspections & Adjustments	<u>2</u>	<u>\$1,028.81</u>	<u>\$2,057.62</u>
Irrigation Winterization	<u>1</u>	<u>\$1,028.81</u>	<u>\$1,028.81</u>
Police Grounds/Trash Pickup	<u>14</u>	<u>\$242.85</u>	<u>\$3,399.90</u>
Total			<u>\$23,777.35</u>

**Landscape Maintenance includes the following: Medians on State Road 9, Opportunity
Parkway,
Downtown Landscaping on US 40 & SR 9, Landscape beds in front
of Depot Restaurant**

Landscape Maintenance Services on SR 9 & Downtown Greenfield

In Accordance with the terms and conditions of the attached Agreement, Contractor shall do, perform and carry out in a good and professional manner the following services for the Calendar Year 2026:

- I. **Inspections (should be performed same day when done each time, so Owners knows when to expect reports.)**
 - a. Contractor shall make general inspections of the Project area (as defined in Section X, herein) on a biweekly basis during the growing season, defined as April 1-October 31 and monthly off season, defined as January 1-March 30 and November 1-December 31.
 - b. All reports shall be provided to the owner within (48) hours of inspection via email.
 - c. Contractor shall notify Owner in writing any irregularities with the property. This includes but is not limited to areas that appear to have irrigation problems, damaged/missing plant material and damaged beds.
 - d. Contractor is to also offer suggestions and provide pricing for any replacements and/or improvements needed for the property when noted during their inspections and at the request of Owner.

- II. **Pruning of Shrubs and Ornamental Trees**
 - a. Shrubs and ornamental trees shall be pruned as needed for the pre-season. All plants will be pruned to retain the plants' natural form and remain within the guidelines of the landscape architect's intent and to proper horticultural industry standards.
 - b. Pruning shall not be done while the flowering shrubs or trees are in full bloom.
 - c. Maintain the base of the trees and shrubs in a manner designed to provide a neat appearance. This will include removing weeds, dead limbs and unsightly sprouts from around the base. As well as using herbicide to reduce the growth of weeds around the trunk. Only such that herbicides do not present a threat to the health and vigor of such trees or shrubs.

- III. **Mulch and Bed Care (set up is usually in March, weather permitting)**
 - a. All planting beds shall remain clear of all debris. This includes but is not limited to all natural and man-made debris.
 - b. All planting beds shall be always weeded and remain neat and weed-free.
 - c. Appropriate application of pre-emergent weed control shall be applied to all beds in accordance with proper horticultural industry standards.
 - d. Mulch installation includes delivery and spreading of hardwood bark mulch to a total depth not to exceed three (3) inches.
 - e. Edges of mulch beds shall be initially cut by mechanical means and touched up as needed with appropriate equipment to ensure a neat, crisp and clean edge.
 - f. All beds are to have weeding performed no less than biweekly, as needed, at the same times as the Inspections in Section 1.

IV. Perennial Care (Spring/Summer/Fall)

- a. All plant beds will be maintained throughout the season to provide healthy and colorful plant life. This includes preparation of bed, planting material and fertilization (usually happens in April/May). Maintaining material includes ensuring that the plants/flowers shall be fed, watered, pruned, weeded and treated for insect control.
- b. In winter, Contractor shall prepare beds for freeze.
- c. All Plants will be inspected for insect damage. Contractor shall provide a schedule for inspection of all plant material and recommend necessary chemical control procedures.

V. Spring Clean-up (After hard freeze threat is over)

- a. Blowing out and removing debris in planting beds and tree bases.
- b. Spring Clean-up must be completed by April 1ST, weather permitting.
- c. De-Winterize irrigation system and start-up procedure.

VI. Fall Clean-up (October)

- a. Remove leaves and debris from the turf and bed areas.
- b. The bulk of fall clean-up shall be completed by November 1st (weather permitting). There may be additional requests after this time for leaf clean up.
- c. Winterize irrigation system and prepare for freeze (this should be completed prior to forecasted hard freeze).

VII. Material & Labor Cost

- a. Materials and labor used in the performance of the proposed duties will be included in the quoted price submitted by the Contractor. This includes, but is not limited to mulch, equipment, fuel, herbicide and fertilizer.
- b. Any additional cost for material, time or labor must first be approved in writing by owner.

VIII. General Provisions

- a. Contractor will provide office hours between the times of 8:00am and 4:00 pm, Monday through Friday. Contractor shall perform services any day of the week between the hours of 6:00am and 7:00 pm unless otherwise requested by Owner or Contractor and mutually agreed upon.
- b. Contractor must respond to Owner request within 24 hours.
- c. Contractor shall maintain on a continuing basis, a supervisor who can effectively communicate with Owner to discuss day to day issues, general concerns and serve as Owners point of contact.
- d. Contractor will provide a representative to meet with Owner upon request.
- e. All personnel shall be uniformed, in a neat and clean manner always.

- f. Contractor shall be responsible for maintaining a high level of safety in its equipment and work conditions and warrants that all equipment will be of the type as to cause no hazard, damage or danger reasonably foreseeable.
- g. Contractor shall be relieved of all duties and dismissed from the property if the Owner finds those individuals inappropriate for the property needs.
- h. All materials to be used shall conform to all state and federal laws and regulations and must be approved by Owner in writing. All equipment, materials and product data shall be submitted to Owner, prior to use or application on the property.
 - 1. Contractor shall furnish Owner with all Material Safety Data Sheets (MSDS).
- J. Contractor will not store or place any materials or equipment on the property without authorization from Owner.
- k. Most of the Project Area is within INDOT right of way. Owner will apply for yearly INDOT permit on behalf of Contractor to perform maintenance services in the Agreement. Contractor will be expected to comply with INDOT right of way permit terms and conditions and provide any maintenance of traffic and/or temporary lane closures required to perform the work.

IX. Guarantee and Replacement

- a. Contractor shall guarantee installation of all new plant material for one (1) year. If at any time during this period any material fails, Contractor shall replace and install new material at no charge.
- b. Contractor is exempt from Acts of God. Acts of God are defined as those caused by tomados, hail, fire, flood, earthquake and freezing.

X. Project Area

- a. Maps of the above-listed landscape beds are attached hereto and incorporated herein.

Terms and Conditions

1. **Services.**
 - (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
 - (b) During the Term (as defined on page 1), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
 - (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
2. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape 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").
3. **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 and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
4. **Cooperation.**
 - (a) Client will cooperate with BrightView to facilitate the Services and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape 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 on the Scope of Landscape Services.
 - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.
5. **Service Fee.**
 - (a) Overdue Service Fees or Work Order Charges 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 an overdue Service Fee, Work Order Charges, and administrative charges.
 - (b) If tax laws increase applicable sales taxes, BrightView may adjust the Service Fee to reflect such change.
 - (c) BrightView has not included and reserves the right to add at a later time should they materialize, costs attributable to tariffs levied on goods from Canada, Mexico, China, or any other country subject to current or future tariffs.
 - (d) The parties hereby acknowledge that the Service Fee, the monthly installment plan, and 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. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of 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. If the result is a negative number (an "Overage"), the Overage shall become due and payable and BrightView shall promptly pay such Overage to Client. Neither a Shortfall nor an Overage are liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services, (i) performed prior to but unpaid by Client as of the Termination Date or (ii) not performed prior to but paid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall or an Overage exceed the total amount that would have been received by BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
 - (e) Unless specified otherwise hereunder, BrightView reserves the right to increase the Service Fee every 12 months by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) CPI. If applicable, CPI is defined as 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) BrightView shall be entitled to a reasonable increase the Service Fee in the event of any increase in the minimum wage applicable to any of BrightView's employees performing work under this Agreement.
 - (h) Client 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 Fee required to be paid hereunder are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.
6. **Termination.**
 - (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. Upon termination, Client will, within fifteen (15) days of the Termination Date, pay BrightView all amounts owed to date for Services performed.
 - (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 Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole

Terms and Conditions

- discretion, to 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 Client's responsibility.
- (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.
- 7. General Provisions.**
- (a) 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 \$10,000.00 for each such employee.
- (b) This Agreement shall be governed by the law of the State of Delaware, 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.
- (c) This Agreement, together with attached Scope of Landscape Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (d) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (e) 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.
- (f) BrightView's total liability for any losses, damages, and expenses of any type whatsoever, including indemnification obligations, if applicable, 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 total amount actually paid to BrightView hereunder in the twelve (12) months preceding the date the claim arose. Further, in no event will either party 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 in advance or could have been reasonably foreseen.
- (g) 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 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.
- (h) Unless otherwise expressly provided in a provision that cross-references this Section 7(h), in the event of any conflict or inconsistency between this Agreement, any Statement of Work ("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.
- (i) **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: Branch Manager
Address: _____

- With a copy to:**
Office of the General Counsel
980 Jolly Rd., Suite 300
Blue Bell, PA 19422

- If to Client:**
Attn: _____
Address: _____

- With a copy to:**
Attn: _____
Address: _____

- (j) Client agrees that BrightView may use images, videos, and stories of the work BrightView performs on Client's Property, for various marketing purposes, including corporate brochures, digital media campaigns, trade show booths, advertising, web, public relations, news stories, and award submissions.
- (k) 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/by_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: (I) Filing a report at www.brightviewconcerns.com; or (II) Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.