

AGREEMENT

This Agreement for snow services entered into October 2009, by and between The Brickman Group, LTD, a Maryland Corporation and an independent contractor hereinafter called Contractor, and Cross Fox Condominium, Inc. hereinafter called Owner shall include, but not be limited to the following:

- I. Contractor shall provide all materials, labor, tools, equipment, supervision and insurance to perform all items required in the areas specified herein.
- II. Prior to commencement of work, the Contractor must submit a current Certificate of Insurance naming the association and the management agent as the parties to be notified of any cancellation. The Contractor's insurance must include liability coverage of \$1,000,000.00, workers' compensation at statutory limits and vehicle insurance if the Contractor uses vehicles as part of this Agreement. The Owner must be notified in writing of any cancellation of this insurance. If such insurance is not kept current during the course of this Agreement, and if the Owner incurs any expense because of the lack of insurance coverage by the Contractor, such expense may be passed through to the Contractor.

III. The start date of this Agreement shall be November 1, 2009 through April 15, 2010.

IV. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Council, its Board of Directors, agents and unit owners from any and all injuries, damages, causes of actions or claims which result from negligence on the part of the contractor, its agents, subcontractors, or employees under the Agreement.

Contractor will not be held responsible or liable for injuries to persons or properties caused by negligence or contributory actions of the Owners, their guests, and invitees, their agents and the Board, their respective officers, agents and employees, and each and every one of them, or any other person or entity other than Contractor, its employees, agents or permitted assigns.

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, its employees, owners, officers, agents, and representatives from any and all injuries, damages, causes of actions or claims which result from negligence on the part of Owner or its agents, subcontractors, or employees under this Agreement.

- V. This Agreement may be terminated with cause by either party by giving seven (7) calendar days written notice off the default. If the default is not corrected within those seven (7) days, then the Agreement will be considered cancelled and no further notices will be required and no further monies will be paid to Contractor. Otherwise, either party may cancel this Agreement without penalty upon giving thirty(30) days prior written notice as of the end of any calendar month.
- VI. This Agreement shall be interpreted under the laws of the State of Maryland.
- VII. This Agreement which includes contractor's specifications, terms, and conditions attached hereto, represents all the terms of this Agreement and no verbal agreements exist. Any additions or changes to this Agreement must be in writing.

- VIII. If any part of this Agreement is found invalid, the remainder of the Agreement will remain valid.
- IX. Contractor shall not store any vehicles or equipment on the Association's property when the vehicle is not in use, unless the Contractor first receives permission from the Owner or Owner's Agent. Equipment can be staged on-site one day before anticipated snowfall.
- X. Scope of Work:

For scope of work, see specifications sheet.

Contractor will use equipment they deem appropriate to push, plow and remove snow from all traffic lanes, intersections, entrances and sidewalks to County streets. It is understood large and small truck plows, skid steer loaders with large buckets will be used. Damage to grass on either side of sidewalk will be repaired by Contractor at no cost to the association.

Per event pricing means client will pay one fixed price for different depth snows. Refer to Contractor's Specification Sheet for per event pricing and to Services for descriptions of areas to be serviced. Contractor will submit a report from a respected weather center that shows the snow depth at the zip code of this community.

Contractor will clear snow from walks denoted on attached map. Contractor will apply chemicals to streets and/or sidewalks after discussion with Owner's representative.

Client may request Contractor to use bucket machine to clear parking spaces at hourly rates noted in this contract.

- XI. Missed services will result in an appropriate reduction in the fee paid to the Contractor. Should certain services not be needed or are unable to be performed, Contractor will notify Owner and work out a credit or a switch of services as mutually agreed to by both parties.
- XII. Contractor must be careful not to damage areas adjacent to the work. Unreasonable damage due to the work will be the responsibility of the Contractor to repair.
- XIII. It is understood that all correspondence from the Owner to the Contractor will be sent to:

Will Paxton
The Brickman Group, LTD.
10451 Twin Rivers Road, Suite 202
Columbia, MD 21044
Office: 410-995-0281
Fax: 410-995-0284
Cell: 410-365.8976
Email: william.paxton@brickmangroup.com

It is further understood that all bills and correspondence from Contractor to Owner will be sent to
(For bills, correspondence and email confirmation):

CVI
6300 Woodside Court, Suite 10
Columbia, MD 21046-3212
(301) 596-2600; fax: (301) 596-2082
Helen Shepet
Email: hshepet@cviinc.com
sbupp@cviinc.com

XIV. The attached proposal is an integral part of this agreement and is incorporated herein in its entirety.

XVI. Contractor will make all reasonable efforts to send a fax or email to CVI and the Community Association office when the contractor makes a decision to start work. The communication will cover:

1. Time and current weather condition.
2. Statement of anticipated weather conditions.
3. What service are you dispatching crews to perform?
4. Any projected work after first service visit is made.
5. What equipment and staff were dispatched?

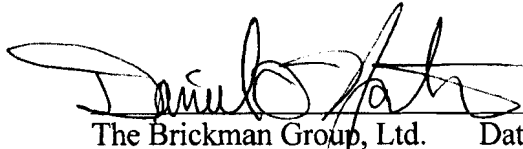
The contract will include the phone number, email and fax number by community of where to send this communication. It is understood that weather conditions, i.e., blizzard, can effect this communication. If so, cell phone call or telephone call will be used as best as reasonably possible.

Email updates at reasonable time periods, should be sent during snow events. Regular cell phone contacts between CVI Supervisor/Manager and Brickman Supervisor will take place during snow events.

ACCEPTED BY:

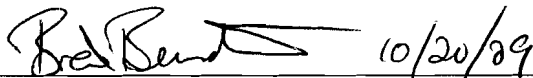


Witness


The Brickman Group, Ltd.

Date

10/14/09



Brad Bernstein

Date

Secretary

Cross Fox Condominium, Inc.



Elliott Simons

Date

President

Cross Fox Condominium, Inc.

THE BRICKMAN GROUP, LTD.
SNOW REMOVAL SERVICES AGREEMENT
SPECIFICATION SHEET

CLIENT NAME: Cross Fox

CLIENT ADDRESS: _____

DATE OF AGREEMENT: 8/31/09

TERM OF AGREEMENT: November 1, 2009 through April 15, 2010

SITE(S):

Site Name: Cross Fox Condominiums

Site Address: 9800 Twin Rivers Road

SITE AREAS:

Parking lots	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Sidewalks *(selected, not all)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Loading docks	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Pedestrian entryways and exits	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Fire Hydrants	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Vehicle entryways and exits	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Dumpster pads	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Pedestrian stairs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Other areas included or excluded as indicated below:

SERVICES:

Per Event Pricing (lump sum and time and material) for snow events.

Per event pricing for salt or other chemical application one time on specified areas.

Pricing for significant ice accumulation on any surface greater than 1/16" see

See Rate Sheet for specific pricing.

STAKING: Contractor ☐ will or ☒ will not provide staking of the Site. If Contractor is providing staking of the Site, the Client shall pay Contractor an amount of \$ _____ for staking which will be due and payable immediately upon the execution of this Agreement by Client.

SERVICES: Contractor ☒ will or ☐ will not determine when and to the extent Services are required to be performed as a result of accumulations of snow and/or ice or any other conditions requiring Services.

MOBILIZATION FEE: The Mobilization Fee shall be \$ waived.

OTHER: _____

RATE SHEET

Time and Material Rates (T&M)

ITEM	STRAIGHT	PREMIUM*	HOLIDAY**
Truck with plow/spreader	\$125.00	Use straight rates	Use straight rates
Large Loader w/operator, >2 cy bucket	\$300.00		
Backhoe w/bucket or capture plow	\$240.00		
Dump truck w/operator for hauling snow	\$180.00		
Skid Loader w/bucket	\$145.00		
Skid Loader w/capture plow	\$182.00		
Hustler/ATV/Toro with attachment w/operator	\$95.00		
Snow Blower/small snow plow.	\$70.00		
Laborer/hand shovel	\$48.00		
MgCl or Combo Therm / 50# bag	\$35.00		
Rock Salt, per ton	\$325.00		

Contractor and Client agree that the Services are being performed on a time and material basis and Client agrees to pay Contractor for time and materials expended by Contractor in performing Services. Contractor and Client agree that the equipment rates specified above include equipment and the labor to operate such equipment on a per hour basis. Contractor and Client agree that the rates specified above do not include state sales tax and that Client shall be responsible for and shall pay any state sales tax due in connection with the Services.

Per Application Rates for snow removal and chemical applications:

Snow pricing per event: 0 – 2" snowfall = T&M rates
2.1" – 4" snowfall = \$4,120.00
4.1" – 6" snowfall = \$5,470.00
6.1" – 9" snowfall = \$8,390.00
9"+ snowfall = T+M rates
Rock Salt application one time on roadways = \$750.00
MgCl application one time on roadways = N/A
Rock Salt application one time on sidewalks = N/A
MgCl application one time on sidewalks = 1,075.00

ICE REMOVAL POLICY

Brickman and Client now agree, notwithstanding any inconsistent provision of an applicable Agreement, that if ice accumulates on any surface that Brickman is required to clear pursuant to an Agreement, and the depth of such accumulated ice exceeds 1/16", then:

1. If Client directs Brickman to delay or withhold ice removal services for any period of time, then Client shall indemnify and hold Brickman harmless, to the fullest extent permitted by law, against any losses, damages, fines, penalties, or costs, or indemnity claims, that may arise against Brickman, its officers, directors, owners, agents, or employees, with regard to any such withholding or delay of services.

2. If Client directs Brickman to perform ice removal services, then:

Brickman shall be promptly compensated for removing such accumulated ice according to Brickman's then current, time-and-materials pricing schedule for emergency snow and ice removal services; and Client shall waive for itself and indemnify and hold Brickman harmless, to the fullest extent permitted by law, against any losses, damages, fines, penalties, or costs, or indemnity claims, that may arise against Brickman, its officers, directors, owners, agents, and employees relating to the use of de-icing chemicals or equipment (which may include pick axes, spades, shovels, and power equipment) to remove the accumulated ice. Client acknowledges that nearby plant materials and property (including concrete, wood, and stone walking or parking surfaces and stairways) may be damaged during the removal of accumulated ice without any negligence on the part of Brickman, and that Brickman offers no express or implied warranty against such damage; and If air temperatures drop below a level where, in Brickman's sole discretion, additional quantities or other forms of ice melting materials are required for effective ice removal, then the additional costs associated with those materials and their application, whether based on additional volume or choice of materials used, shall be paid by Client. Brickman will notify Client when it determines that additional or other types of ice melting chemicals are required.

TERMS AND CONDITIONS

THIS SNOW REMOVAL SERVICES AGREEMENT (this "Agreement"), dated as of the date set forth on the Specification Sheet, by and between The Brickman Group, Ltd. (the "Contractor") and the client identified on the Specification Sheet (the "Client"). In consideration of the covenants contained herein, and intending to be legally bound hereby, Contractor and Client agree as follows:

SERVICES

Contractor will furnish labor, supervision, services, materials and equipment necessary to perform the services for the Client (the "Services") as are set forth on "Specification Sheet" at the prices and/or amounts set forth on the "Rate Sheet" attached hereto. Services will be made available to Client and the term of this Agreement (the "Term") will be as set forth on the Specification Sheet. Contractor will provide the Services only at the site(s) and location(s) (the "Site") set forth on the Specification Sheet.

SITE AREAS

Contractor is only responsible for providing Services at the areas ("Site Areas") at the Site identified on the Specification Sheet and at no other areas at the Site. Unless the Specification Sheet indicates otherwise, Contractor is not responsible for and will not provide staking of curbs, hydrants, and other items or areas requiring staking on the Site. If Client declines to have Contractor stake the Site, Contractor shall not be responsible for any damages resulting from the performance of Services by Contractor to roadways, curbs, road edges, turf edges, signage or any other items, objects or areas on Client's Site that are not properly staked. If Contractor provides staking of the Site, Contractor shall be responsible for items that are damaged by Contractor that have been staked and shall repair, replace, or credit Client for such damage where such damage was not in existence prior to the Contractor performing Services and Client informs Contractor in writing of such damage within forty-eight (48) hours of such damage.

Unless the Specification Sheet indicates otherwise, Client and Contractor agree that Client will determine when and to the extent Services are required by accumulations of snow and/or ice or any other conditions requiring Services. If Client determines when and to the extent Services are required, Contractor shall not be liable for any Damages (as hereinafter defined) resulting from Client's failure to timely or appropriately request Services from Contractor and Client agrees to indemnify, defend and hold harmless Contractor from and against any Damages resulting from Client's failure to timely or appropriately request Services

from Contractor. If as indicated on the Specification Sheet, Client and Contractor agree that Contractor will determine when and to the extent Services are required by accumulations of snow and/or ice or any other conditions requiring Services, Client agrees that Contractor's reasonable determination of the need for and amount and scope of the Services provided shall be binding on Client.

PAYMENT

If Client agrees to determine when and to the extent Services are required, Client shall be required to notify Contractor in advance when and to the extent Services are required as a result of accumulations of snow and/or ice or any other conditions requiring Services. Contractor shall respond promptly and within a reasonable amount of time as weather conditions and government restrictions permit. Client shall pay Contractor for Services in accordance with the Rate Sheet. Client shall pay Contractor immediately upon receipt of an invoice for Services. Contractor shall have the right to terminate this Agreement upon written notice to Client if Client fails to pay Contractor in full within thirty (30) days of the date of invoice.

Client agrees to pay Contractor a service charge of 1.5% per month or 18% per annum or the highest rate permitted by applicable law on invoices not paid by Client within thirty (30) days of the date of invoice. Client further agrees to pay Contractor's costs of collection including attorneys' fees, court costs and any other expenses incurred by Contractor in collecting amounts past due.

LANDSCAPE/SNOW POLICY

Contractor's policy is to provide Services only to those clients with whom it has a landscape maintenance agreement. As a result, if Client has not entered into a landscape maintenance agreement with Contractor for the 2010 season for the Site by November, 2009, Contractor shall have the right to terminate this Agreement without notice to Client.

MISCELLANEOUS

This Agreement shall be construed in accordance with and governed by the laws of the state in which Services are performed. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns; provided that, Client may not assign this Agreement, nor any of its rights, interests or obligations hereunder, without the prior written consent of Contractor. This Agreement, the Specification Sheet and the Rate Sheet attached hereto set forth the entire agreement and understanding between the parties as to the subject matter hereof and merge and supersede all prior discussions, agreements and understandings of any and every nature between them as to the subject matter hereof. This Agreement and the Specification Sheet and the Rate Sheet attached hereto may be amended, modified, supplemented or altered only by a written agreement signed by Client and Contractor. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived, but no such waiver shall be effective unless such waiver is in writing and is signed by the party against whom the waiver is to be effective. Such waiver shall not operate or be construed as a waiver of any other or subsequent breach of such or any other provision. The parties agree that any conflict as between the provisions set forth in this Agreement and any provisions set forth the Specification Sheet or any other document incorporated into this Agreement, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, Contractor and Client have executed this Agreement the day and year first above written.

CONTRACTOR: THE BRICKMAN GROUP, LTD.

By: _____
Name: Scott Warnick
Title: Branch Manager

CLIENT: _____ **(Print Client Name)**

By: _____
Name: _____
Title: _____

Billing Information

Person: _____
Company: _____
Address: _____

City/State/Zip: _____

Telephone: _____
Fax: _____
E-mail: _____
PO #: _____
Invoice Cut-off Date: _____

Client Information

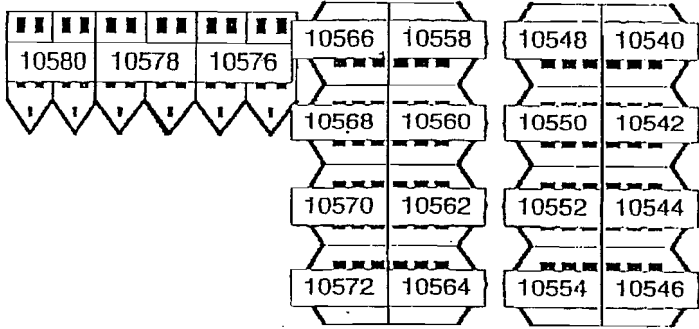
Contact: _____
Company: _____
Address: _____

City/State/Zip: _____

Telephone: _____
Fax: _____
E-mail: _____
Beeper: _____
Emergency Contact: _____
Telephone: _____

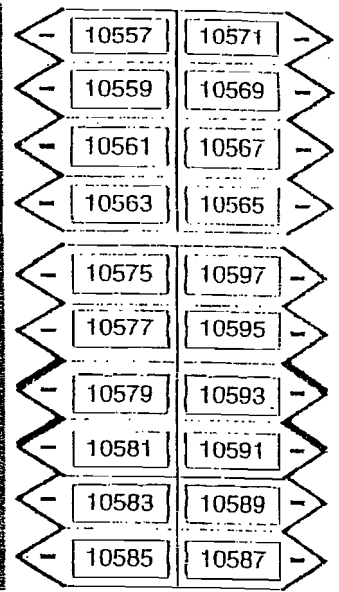
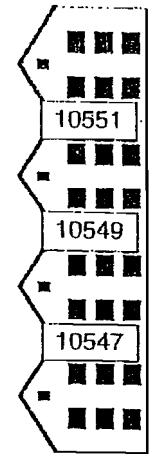
Wilde Lake Village Center

Cross Fox Lane



Section 3

Section 2

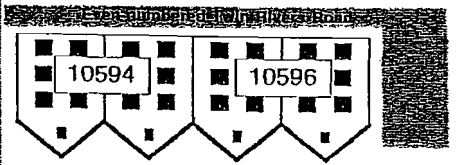
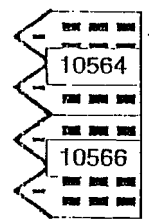


Twirl Rivers Road

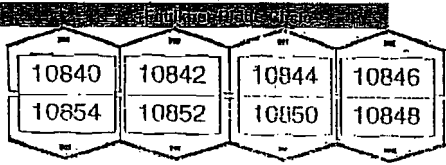
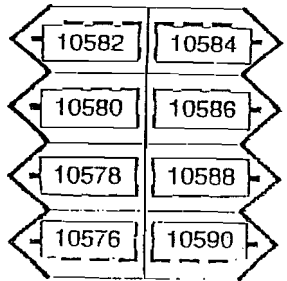
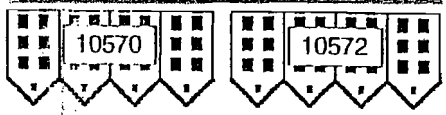
Twirl Rivers Road

CROSS FOX

Faulkner Ridge Circle



Tot Lot



Section 1

Harpur Farm Road