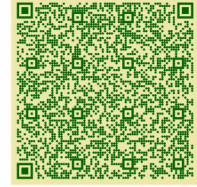


BT OC TIMBERLAKE LLC D/B/A
BADGER LAWN SERVICES
SERVICE AGREEMENT
 FEDERAL EIN 87-2131716 • VA SCC ID #11265921



Client Name: _____

Date: _____

Property Address: _____

Stated Sum: _____

City, State, ZIP: _____

Payment may be remitted in cash, by check made payable to the Company, or via any debit, credit, eCheck, or mobile tender accepted by our secure Authorize.net online gateway.

E-Mail Address: _____

The services contemplated include the following marked items, described here only briefly and generally. Refer to our website for definitions of terms, specifications regarding the scope, nature, and quality of products and workmanship to be delivered, and applicable policies, including our privacy policy.

Annual Lawn Turf Grass Management

- Periodic mowing & trimming of grass
- Edging adjacent to hard surfaces
- Enhanced front-yard focus
- Hard-surface weed control
- Pre-emergent weed control
- Post-emergent weed control
- Insect, fungus, and disease control
- Turf soil improvement
- Turf grass fertilization
- Lime application
- Aeration
- Over-seeding
- Soil analysis and remediation

Ornamental Tree/Shrub/Groundcover Services

- Pre-emergent weed control
- Periodic weed control for ornamental beds
- Periodic weed control for tree rings
- Invasive plant species control
- Fungus & disease control
- Mulch application
- Ornamental tree/shrub fertilization
- Ornamental shrub pruning
- Ornamental tree pruning
- Groundcover trimming & edging
- Groundcover repair/installation
- Tree ring repair/installation
- Ornamental bed repair/installation

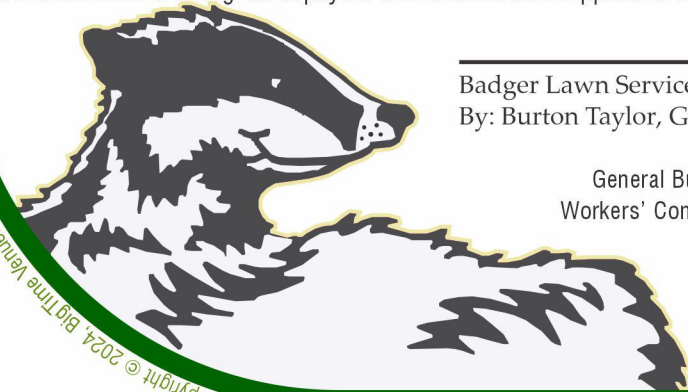
Special Lawn-Related Tasks

- Spring clean-up
- Perennial flower bed maintenance
- Leaf management
- Fence line & hedge maintenance
- Woodland buffer zone maintenance
- One-time mowing & grass trimming
- Exterior window washing
- Pressure wash building/structure surfaces
- Pressure wash sidewalks/hard surfaces
- Pressure wash with mold & mildew control
- Yard waste removal & disposal
- Social event preparation
- Social event remediation

Notes, Clarifications, Estimates, Additions, and Limitations

Regulatory constraints prohibit us from performing irrigation, applying pesticides to ornamental shrubs or to turf of any sort, excavating to a depth greater than 24 inches, laying structural landscaping timbers, removing non-ornamental trees, trimming or pruning non-ornamental trees from a position of over twelve (12) feet off the ground, cleaning windows above fifteen (15) feet, painting exterior surfaces, and undertaking any specialty work requiring a license or certification we do not currently possess.

The Company, BTOC Timberlake LLC, agrees to provide the services described above at the Property Address stated above and in consideration the Client named above agrees to pay the above Stated Sum. Applicable terms and conditions appear on the reverse of this page.



Badger Lawn Services ("Company")
 By: Burton Taylor, General Manager

Client
 By: Authorized Individual

General Business Liability Insurance: Hiscox Policy P103.153.646.1
 Workers' Compensation Insurance: AmTrust North America WWC3710300
 Employee Background Screening By HireRight

434-247-2551
<https://BadgerLawn.com>

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Form Last Revised 17-Apr-2024

Client Responsibilities

The Client shall provide to the Company complete & correct information regarding objectives, scheduling constraints, and existing conditions. The Client shall establish a budget with reasonable contingencies, shall make each payment to the Company when due, shall offer the Company safe & unencumbered access to the worksite, and shall at all times endeavor to cooperate with the Company and its employees.

Company Responsibilities

The Company shall obtain all necessary permits and pay all regulatory fees related to the work. The Company shall obtain and furnish all labor, equipment, materials, and incidentals necessary for the successful completion of the work contemplated. The Company shall complete all tasks in a neat and workmanlike manner in full accordance with all applicable codes, regulations, and statutes.

The Company shall follow acceptable agronomic and horticultural practices when providing services. Mowing and cutting operations shall be accomplished in a manner intended to protect trees, plants, and soil.

The Company shall protect Client structures, equipment, and vehicles against damage. Any damage, including the creation of soil ruts in lawn areas, due to Company operations shall be repaired at the Company's expense.

The Company shall coordinate all work to avoid undue interruptions of the normal operations at the Client Site. All work shall be accomplished during normal daytime work hours.

The Company shall at all times be authorized to transact business in the Commonwealth as a domestic business entity as required by law.

All goods and/or services delivered and/or rendered by the Company shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark.

The Company shall employ a competent Foreperson to supervise the working crew at all times. Said Foreperson shall be able to communicate effectively via spoken English language with both the Client and the work crew.

The Company shall ensure that its employees exercise the degree of caution and discretion necessary to avoid injury to persons and damage to property of any and all kinds.

The Company shall be insured against general liability losses, including contractual liabilities, and shall deliver to the Client a Certificate of Insurance from carrier(s) licensed to do business in the Commonwealth of Virginia. Each such Certificate shall show the Client as an additional insured.

The Company shall purchase and maintain workers' compensation insurance as required by law.

Regulatory Compliance

The Company shall immediately notify the Client of any employee assigned to work on Client property who has been convicted of any felony or any crime involving violence.

The Company shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Company. The Company shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the Company, the Company shall state that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Company shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

The Company shall be responsible for complying with all applicable federal, state, and local environmental regulations. Company personnel shall be properly trained and possess all necessary certifications to carry out such environmental responsibilities.

During the performance of this Agreement, the Company shall (1) provide a drug-free workplace for its employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the Company that the Company maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that such clauses will be binding upon each subcontractor or vendor.

Standard General Terms And Conditions

Any amount due Company which remains unpaid by Client thirty (30) days after the date appearing upon Company's invoice therefor shall bear simple interest at the rate of twelve percent (12%) per annum. In the event that Company prevails in litigation resulting from or arising out of

this Agreement or the performance thereof, Client agrees to reimburse Company for reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the Court as costs, in addition to any other relief to which Company may be entitled.

The relationship of the parties is that of independent contractors: no joint venture, partnership, employment, agency, or similar arrangement is created between the parties hereto. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect not expressly set forth in this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, beneficiaries, personal representatives, successors, and assigns in perpetuity.

Each party represents and warrants to the other party that (a) it has the full power and authority to enter into and perform its obligations under this Agreement, (b) the assent to and performance by it of its obligations under this Agreement does not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations, or rules, and (c) this Agreement constitutes a legal, valid, binding obligation enforceable in accordance with its terms and conditions.

This Agreement shall be construed as if jointly drafted both parties and may not be construed against either one. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision of this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Agreement and both the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, continue to be binding, and be interpreted to give effect to the intention of the parties insofar as possible.

This Agreement shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions and with the laws of the United States of America. The Courts having jurisdiction over Campbell County, Virginia, shall be the exclusive venue for any litigation.

Each party acknowledges and agrees that no representations or promises other than those specifically set forth herein have been made to or relied upon by either of them. This Agreement and all documents and instruments executed in connection herewith or in furtherance hereof may not be amended, modified, or supplemented except by an instrument in writing signed by all parties hereto. Neither party shall unreasonably refrain from executing an amended or supplemental document necessary to fully effectuate the terms and conditions of this document.