



## Memorandum of Understanding

**Whereas**, the HAPO Center, hereinafter referred to "HAPO Center" and Huesito's Landscaping, LLC, hereinafter referred to as "Contractor" desire to enter into this Memorandum of Understanding hereinafter referred to as "MOU" for landscaping services, for back east exit of building, hereinafter, referred to as "Courtyard" and front entrance of building, hereinafter, referred to as "Flowerbeds".

**Now, therefore**, in consideration of the mutual promises, benefits, terms and conditions contained herein, the parties hereto agree to enter into this MOU containing the following terms and conditions.

The Contractor agrees to:

- Develop, design, and maintain landscaping of courtyard, front flowerbeds on the HAPO Center premises.
- No later than the first week of June, refresh front beds with annuals to provide color for the summer season.
- Terms of this agreement shall be twenty-four (24) months renewed automatically in August of each year unless otherwise notified in writing by either party.
- All improvements, (fencing, block walls, landscape materials, etc.) on HAPO Center property to remain after termination of this agreement.

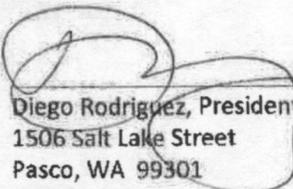
The HAPO Center agrees to:

- Provide advertisement on HAPO Center website, Facebook page, reader boards, and video displays inside the center.
- Listed as a sponsor during HAPO sponsored events.

  
\_\_\_\_\_  
HAPO Center Representative  
Tom French, General Manager  
[gm@hapocenter.com](mailto:gm@hapocenter.com)  
509-543-2999  
509-542-5921 Direct

Date

8-5-17

  
\_\_\_\_\_  
Diego Rodriguez, President  
1506 Salt Lake Street  
Pasco, WA 99301  
509-544-0120  
Huesito's Landscaping, LLC

Date

8/5/19



**Huesitos Landscaping**  
1506 East Salt Lake  
Pasco, WA 99301  
Phone: (509) 544-0120  
Fax: (509) 542-1491  
office@huesitosllc.com  
License Number: HUESIC1928LW

**March 29, 2019**  
**Estimate# E19013**

The HAPO Center  
**Authorized Representative**

### **Commercial Maintenance**

#### **Items included in contract:**

**Lawn Mowing** - Lawn will be mowed weekly to maintain appearance; height of grass will not exceed four inches. All Turf and planted areas will be edged and trimmed weekl/bi-weekly to maintain neat appearance and to prevent grass from encroaching on flower beds, sidewalks, curbs, and other paved areas. Grass clippings and other debris will be blown from sidewalks and entrances weekly.

**Lawn Fertilization** - Fertilizing will be applied 4 times per year, early spring, late spring, summer, and late fall. First application will include crabgrass prevention. First 2 applications will include broadleaf weed control.

**Broadleaf Weed Control in Turf** - Pre-Emergent Weed control for Broadleaf weeds such as Dandelion, Clover, Plantain and other common broadleaf weeds.

**Plant Fertilization** - All plants on the property will be fertilized one time per year to ensure the health of the plant.

**Pruning for Trees and Shrubs** - Trim trees and shrubs to create healthy lush plants and enhance the overall look of the landscaping on the property.

**Spring / Fall Cleanup** - Clean the property of trash / tumble weeds / debris once in the spring and once in the fall.

**Leaf Clean Up** - Remove all leaves two times after leaves have fallen.

**Sidewalk Garbage/Debris and General Cleanup** - Clean walkways of all debris, hand pull weeds as necessary, remove any green waste from landscape and spot spray for weeds weekly through contract term.

**Sprinkler Start Up and Winterization** - Initializing the system for the spring making sure the system is free of leaks and is set up for optimal watering and winterizing the system to ensure all water is removed from all plumbing.

**Irrigation Monitoring and Management** - Provide Irrigator Tech to monitor and troubleshoots irrigation systems and make normal adjustments. Repairs to be billed separately from this agreement with approval from customer as time plus materials.

**Mow** (32 typical, Mid-March to November)

**Lawn Fertilization** (March, July, October)

**Broadleaf Control in Lawn** (May)

**Pruning for Trees and Shrubs** (March, October/November)

**Spring/Fall Cleanup** (March, October/November)

**Irrigation Start Up and Winterization** (March typical, October/November)

**Irrigation Monitoring** (March to November)

**Subtotal: \$17,639.09**

**PASCO (8.6%): \$1,516.96**

**Grand Total: \$19,156.05**

Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Payment Schedule**

11 Payments of: \$1,596.34

1 Payment of (FIRST): \$1,596.31

**Payment Terms: Net 30 days**

**Payment Terms:**

The quoted price estimate is good for thirty (30) days from the date of signing by **HUESITOS LANDSCAPING LLC**. The contract sum shall be paid as indicated above in the "Payment Options".

**Payment:**

Twelve Month Contract: Each monthly payment is due in the **HUESITOS LANDSCAPING** office located at 1506 Salt Lake St. Pasco, WA 99301, by the 15th of each month. Past due payments will accrue interest at 1% per month (12% APR).

**Access:**

**HUESITOS LANDSCAPING** shall have free access at the service address to areas concerning this contract for workmen and equipment.

**Additional Work:**

No Additional Work shall be performed excepted as specially included in this contract and any attached plans and specifications, without prior written authorization on a change order from showing the agreed price and description of the change and approved in writing by both the Owner and General Contractor.

**No Oral Agreements:**

This written contract represents the complete agreement with regard to the work provided. Both parties agree and represent that no covenants, promises or agreement, oral or written, have been made that are not specifically included herein.

**Work Stoppage:**

**HUESITOS LANDSCAPING** shall have the right to stop work and keep the project idle if payments are not made by the Owner or General Contractor as agreed.

**Termination of Contract:**

This contract may be terminated by either party without cause, with 30 day written notice. If this contract is terminated for any reason after work has begun, Owner/General Contractor shall pay **HUESITOS LANDSCAPING** the amount of expenses/services incurred to that date, including change orders to the contract.

**Venue and Attorney Fees:**

In the event that either party is required to obtain an attorney to enforce any provision of this agreement, this agreement shall be interpreted in accordance with the laws of Washington State and Venue shall be properly situated in Franklin County. The substantially prevailing party in any such situation or suit shall be entitled to reasonable attorney fees in addition to costs incurred.

**Severability:**

In the event that any provision of this contract is held to be invalid or unenforceable, such provisions shall be reformed only to the extent necessary to make it enforceable and the balance of the agreement shall remain in full force and effect.

**Waiver:**

Waiver of any term, requirement or breach of this contract shall not operate or be constructed as a waiver of any subsequent breach of default.

**Statutory Claim of Lien:**

A notice of **HUESITOS LANDSCAPING LLC.** right to claim a lien pursuant to PCW Chapter 60.04 will be provided to the Owner of the real property upon commencing the work described in this contract. A lien will be recorded upon completion of the work and the lien will be released upon receipt of payment in full.

1506 E. Salt Lake St.  
 Pasco, WA 99301  
 Office: (509) 544-0120



Date	Estimate #
3/9/2023	16106



Name / Address
Franklin County (HAPO Center) 6600 Burden Blvd Pasco, WA 99301

Rep	Project
NC	6600 Burden Blvd, Pasco

Item	Description	Qty	Cost	Total
401 - Labor	Lawn Mowing Lawn will be mowed weekly to maintain appearance; height of grass will not exceed three inches. All turf and planted areas will be edged and trimmed weekly/bi-weekly to maintain neat appearance and to prevent grass from encroaching on flower bed, sidewalks, curb, and other paved area. Grass clipping and onther debris will be blown from sidewalks and entrance weekly. (32 typical, Mid- March-November)		17,250.55	17,250.55T
401 - Labor	Grass Fertilization (one-time)		1,936.00	1,936.00T

<b>Subtotal</b>		\$19,186.55
<b>Sales Tax (8.6%)</b>		\$1,650.04
<b>Total</b>		\$20,836.59

Customer Signature \_\_\_\_\_