

MULCHING SERVICES AGREEMENT

This Mulching Services Agreement (the “Agreement”) is entered into by and between the parties identified below as of the Effective Date defined below. Contractor and Client may be referred to individually as a “Party” and collectively as the “Parties.”

Contractor	Apex Brush Control, LLC, a Kentucky limited liability company
Contractor Address	4170 Mott City Road, Marion, KY 42064
Client Name & Address	
Project Property Address	

1. Services

Contractor agrees to provide forestry mulching and related land-clearing services at the project property address identified above. Client represents and warrants to Contractor that Client is the lawful owner of the real property located at the project property address above. The specific services to be performed shall be limited to those described in Contractor’s written estimate, proposal, work order, or attached Scope of Work, which is incorporated into this Agreement by reference. The services may include, if expressly stated in the Scope of Work attached as Exhibit A, forestry mulching, brush clearing, vegetation reduction, access-path clearing, trail creation, right-of-way clearing, field-edge reclamation, invasive-growth reduction, or related work. Contractor is not responsible for performing any work not expressly stated in the Scope of Work.

2. Scope of Work and Change Orders

Contractor will perform only the work described in the Scope of Work attached as Exhibit A. Any additions, deletions, or modifications to the work must be agreed upon in writing by both parties before the additional or modified work begins. Any change may affect the contract price, schedule, equipment needs, and completion date. If Contractor encounters conditions that materially differ from what was disclosed by Client or observed during the estimate, Contractor may pause the work and issue a revised scope, change order, or price adjustment.

3. Estimates and Pricing

No price is guaranteed unless stated in a written estimate or proposal signed by Contractor. Contractor’s pricing is based on site-specific conditions, including, but not limited, to terrain, vegetation density, equipment access, debris, ground conditions, hidden hazards, disposal needs, travel, mobilization, and equipment requirements. Estimates are valid for 30 days from the date issued unless a different expiration date is stated in writing. Work completed before a change in scope, site condition, or Client instruction remains billable at the agreed rate.

4. Scheduling, Weather, and Delays

All work is weather-dependent. Contractor may reschedule, delay, suspend, or modify the work when Contractor determines that conditions are unsafe, inefficient, inaccessible, or likely to cause unreasonable damage to equipment or property. Delays caused by weather, saturated soils, environmental restrictions, equipment maintenance, supply-chain issues, access problems, Client-caused delays, utility marking delays, permitting delays, or other events beyond Contractor’s reasonable control shall not constitute a breach of this Agreement.

5. Client's Access and Site Preparation Duties

Client shall provide safe, clear, and lawful access for contractor's trucks, trailers, equipment, and personnel. Before contractor arrives, Client shall:

- a. Unlock gates and remove vehicles, trailers, tools, equipment, or other obstacles
- b. Secure pets, livestock, children, and bystanders away from the work area
- c. Clearly mark all property boundaries with stakes, flags, paint, or other visible markings
- d. Identify all "no-go" areas, including gardens, landscaping, specimen trees, wells, septic systems, leach fields, drain fields, stone walls, cultural resources, retained buffers, protected areas, and environmental exclusions
- e. Identify any bridges, culverts, driveways, lawns, soft areas, or surfaces that may not support heavy equipment
- f. Provide adequate access routes for equipment, with a target clear width of approximately 12 feet along approach paths unless otherwise approved in writing
- g. Client to pick up any metal debris, loose fencing wire

Contractor is not responsible for work performed outside unmarked property lines or within areas not clearly identified by Client as excluded from the work. Client assumes the risk of any equipment crossing that Client authorizes over septic tanks, leach fields, undersized bridges, culverts, lawns, soft ground, weight-limited surfaces, or other sensitive areas.

6. Utilities, Underground Hazards, and Marking Requirements

Client is responsible for arranging all required utility locates before work begins. If applicable, Client shall contact 811 / Dig Safe at least five (5) business days before any excavation or ground-disturbing work and shall provide Contractor with the ticket number. Client is also responsible for locating, disclosing, and clearly marking all private, non-member, or customer-owned utilities and underground features, including, but not limited, to:

- a. Septic systems
- b. Leach fields and drain fields
- c. Water lines
- d. Irrigation systems
- e. Drainage pipes and culverts
- f. Invisible dog fences
- g. Electrical, communications, cable, or fiber lines
- h. Fuel tanks
- i. Buried debris
- j. Wire, fencing, or cable
- k. Wells
- l. Ledge, bedrock, boulders, or known subsurface hazards

Contractor is not liable for damage to undisclosed, unmarked, mismarked, privately installed, or inaccurately located utilities, structures, or underground hazards.

7. Terrain, Ground Conditions, and Normal Effects of Work

Client acknowledges and agrees that forestry mulching involves the use of heavy tracked machinery operating on uneven, soft, wooded, or unimproved ground and that ruts, track impressions, soil disturbance, compaction, disturbed vegetation, exposed roots, mulch accumulation, and similar effects are normal and are not considered property damage or defective

work. Client shall disclose any known soft ground, wetlands, steep slopes, boulders, ledge, stumps, trash piles, wire, fencing, debris, or other hidden hazards before work begins. If equipment becomes stuck, damaged, delayed, blocked, or entangled because of undisclosed or unmarked site conditions, Client may be responsible for standby time, recovery costs, additional labor, equipment charges, repair costs, or rescheduling charges.

8. Mulch, Debris, and Finish Level

Unless the Scope of Work states otherwise, forestry mulching leaves chips, mulch, and organic material in place as ground cover. Windrowing, push-piling, hauling, off-site disposal, raking, stump grinding, root removal, rock removal, seed-ready grading, finish grading, drainage work, erosion-control installation, and lawn restoration are not included unless expressly stated in the Scope of Work. Contractor will not materially alter drainage patterns unless grading or drainage work is expressly included in the Scope of Work.

9. Permits, Environmental Restrictions, and Regulatory Compliance

Client is responsible for obtaining all required permits, approvals, and permissions unless the Scope of Work expressly states otherwise. This may include, without limitation, wetlands permits, shoreland zoning approvals, buffer approvals, homeowners' association approvals, neighbor permissions, right-of-way permissions, municipal approvals, conservation restrictions, and environmental clearances. Contractor may stop work if protected habitat, wetlands, regulatory buffers, restricted areas, or other environmental concerns are identified. Temporary erosion-control or sediment-control measures are not included unless specifically stated in the Scope of Work. Ongoing maintenance of any erosion-control measures is Client's responsibility unless otherwise agreed in writing by the parties.

10. Safety and Site Control

Contractor has sole control over the means, methods, sequencing, equipment operation, and safety practices used to perform the work. Contractor may pause, refuse, or terminate work if access is unsafe or blocked; required markings are missing or unclear; utilities or hazards are not properly identified; weather or ground conditions are unsafe; bystanders, children, pets, or livestock enter the work area; required permits or approvals are missing; or Contractor determines that continuing work would create an unreasonable risk. Client shall ensure that all persons and animals remain away from active work areas and shall follow safety instructions, if any, provided by Contractor.

11. Payment Terms

Client shall pay Contractor the amount stated in the written estimate, proposal, invoice, or work order. A 10% deposit of the quoted estimate is required at time of scheduling. Unless otherwise stated in writing, deposits become non-refundable once the work is scheduled, equipment is mobilized, or Contractor has reserved time for the project. The remaining balance is due upon completion of the job. Contractor may accept payment by cash, check, or other method approved by Contractor. Card payments may be subject to processing fees where permitted by law. Past-due balances may accrue a finance charge of 1.5% per month, or the maximum amount permitted by law, whichever is less. Contractor may pause or suspend work for non-payment. Contractor reserves all lien rights available under applicable law.

12. Cancellation and Rescheduling by Client

Client cancellations or rescheduling requests made less than 48 hours before the scheduled start date may result in forfeiture of the deposit and may also result in mobilization, demobilization,

standby, or rescheduling fees. If Contractor reschedules due to weather, safety, access, equipment, or site conditions, any deposit will be applied to the next agreed work date unless otherwise stated in writing.

13. Insurance

Contractor maintains commercial liability insurance. A certificate of insurance is available upon request. Client acknowledges that insurance does not expand Contractor's contractual obligations or make Contractor responsible for excluded, undisclosed, unmarked, or pre-existing conditions.

14. Limitation of Liability

To the fullest extent permitted by law, Contractor's total liability for any claim arising out of or relating to this Agreement or the services performed shall be limited to the total amount actually paid by Client to Contractor for the services giving rise to the claim. Contractor shall not be liable for pre-existing conditions; normal effects of tracked equipment on ground surfaces; damage to undisclosed, unmarked, mismarked, or privately owned utilities or underground features; damage caused by inaccurate boundary or no-go-area markings; damage caused by Client-authorized crossings over sensitive surfaces; natural regrowth; erosion, settling, or weather-related changes after completion; incidental, indirect, special, punitive, or consequential damages; loss of use, loss of value, lost profits, or diminution in property value; or conditions outside the Scope of Work.

15. Indemnification

Each Party shall indemnify and hold harmless the other Party from claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, to the extent caused by that Party's negligence, willful misconduct, breach of this Agreement, or failure to perform its obligations under this Agreement and which causes a claim, injury, or loss to a third party, which is not a party to this Agreement. Additionally and separately therefrom, Client shall indemnify Contractor from claims arising out of inaccurate property ownership representations, inaccurate property boundaries, undisclosed hazards, unmarked utilities, missing permits, unauthorized work areas identified by Client, and unsafe conditions created or controlled by Client.

16. Documentation and Communication

Contractor may use before-and-after photographs, GPS tools, acreage tools, daily notes, measurements, maps, and other documentation to record work areas, site conditions, progress, and completion. For multi-day projects, Contractor will provide reasonable progress updates. Contractor may provide a final walkthrough or photo summary before final invoicing when practical. Client authorizes Contractor to use non-confidential before-and-after photographs for documentation, portfolio, marketing, or business purposes unless Client objects in writing before work begins.

17. Suspension and Termination

Contractor may suspend or terminate work for non-payment, unsafe conditions, missing markings, missing permits, access problems, material changes in site conditions, Client interference, or Client's breach of this Agreement. Except for immediate safety risks or legal compliance concerns, Contractor will provide notice and a reasonable opportunity to cure before terminating the Agreement. Upon suspension or termination, Client shall pay Contractor for all work performed, mobilization, materials, standby time, demobilization, and other reasonable costs incurred through the date of suspension or termination.

18. Force Majeure

Neither Party shall be liable for delay or failure to perform caused by events beyond that Party's reasonable control, including severe weather, fire, flood, natural disaster, labor disruption, government action, epidemic, equipment supply issues, utility delays, or other similar events. The time for performance shall be extended for the duration of the force-majeure event.

19. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, irrespective of any conflicts of law provisions to the contrary. The parties agree that jurisdiction and venue regarding any disputes involving this Agreement shall be in state courts located in Crittenden County, Kentucky or federal court before the United States District Court for the Western District of Kentucky, Paducah Division. This Agreement shall not be construed more strictly against the drafting party. To the extent permitted by law, the prevailing Party in any action to enforce this Agreement may recover its reasonable attorney fees, costs, and expenses.

21. Severability

If any provision of this Agreement is found invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

22. Notices

All notices contemplated herein shall be given in writing and delivered either in person, by Federal Express (or other reputable courier service), or by registered or certified mail, postage prepaid, to the address of the parties first listed above, or at such other updated address a party communicates to the other in writing.

23. Entire Agreement

This Agreement, together with any written estimate, proposal, invoice, Scope of Work, change order, or attachment incorporated by reference, constitutes the entire agreement between the Parties regarding the services. No oral statement, prior discussion, advertisement, or representation shall modify this Agreement unless confirmed in writing by both Parties.

24. Signatures; Counterparts.

Any signature transmitted by facsimile, email, or other electronic means shall be deemed an original signature to this Agreement. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party, provided each appears in its original typewritten form, without deletions, strike-throughs or modifications of any type. The "Effective Date" of this Agreement shall be the date on which the last party signs this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties execute this Agreement and agree to be bound by its terms.

CONTRACTOR:

Apex Brush Control, LLC

By: _____

Michael Ray Dean Shepherd, as
Trustee of the Revocable Trust of
Michael Ray Dean Shepherd dated
_____, 2026, Member

Date: _____

CLIENT:

Signature: _____

Printed Name: _____

Date: _____

**EXHIBIT A
SCOPE OF WORK**

ITEM	DESCRIPTION
Project Location	
General Description of Work	
Approximate Work Area	
Areas to Avoid / No-Go Areas	
Utilities / Septic / Wells / Drainage / Hazards Disclosed by Client	
Contract Price	
Deposit	
Estimated Start Date	
Estimated Completion Date	
Special Conditions	
Excluded Services	

Included Services:

- ☐ Forestry mulching
- ☐ Brush clearing
- ☐ Trail/access clearing
- ☐ Field-edge reclamation
- ☐ Selective clearing
- ☐ Invasive vegetation reduction

- ☐ Windrowing
- ☐ Push-piling
- ☐ Hauling/disposal
- ☐ Finish grading
- ☐ Other: _____

Contractor initials

Client initials