



THE WILDS RESIDENTIAL ESTATE LANDSCAPING /GARDEN SERVICES REGISTRATION POLICY AND AGREEMENT

1. Objective

In order to properly control a vast amount of contractors that are currently busy with a wide variety of activities on The Wilds Estate, it was deemed necessary to put a registration policy in place in order to effectively ensure the adherence of applicable rules by all parties concerned.

It is thus a requirement that all Contractors who are employed to execute Landscaping / Garden Service in the Estate to be registered. Such registration shall include the signing of an agreement with the HOA and the payment of the required fees.

2. Registration Duration

The agreements with Contractors will be valid for a period of 12 (twelve) months, expiring end of February each year and shall be renewable annually, by written application in the prescribed manner by the Contractor concerned.

3. Registration Fee

An annual nonrefundable registration fee for Contractors shall be determined from time to time by the Board of Directors. This fee will amount to **R1600.00**, for the financial year ending on **28 February 2018**. The registration fee shall become payable on the date of signing the agreement. No pro rata subscription fee will be accepted. Contractors shall re-apply annually for registration irrespective of the fact that registration was previously granted to them.

4. Registration Adjudication

The Wilds Homeowners Association reserves the right to approve and or disapprove an application of registration. The non-approval for an application can inter alia be a result of non-compliance with the registration criteria, previous continuous breach of the agreement and or any other related matter. If an application for registration is not approved for whatsoever reason, any already paid registration fees for the new period will be refunded to the applicant.

5. Contractors Conditions

By signing the agreement, Contractors accept the following conditions:

- 5.1 Adherence to all of the applicable HOA's Rules and Regulations;
- 5.2 Specific attention will be paid in respect of the access control policy;
- 5.3 All Contractors shall apply individually for access cards to the Estate in terms of the access control policy and shall adhere to such policy at all times. The cost per access card is included in yearly fee, up to 10 cards only .We require each individual to have his/her RSA ID documentation handy for us to make a copy thereof.
- 5.4 **No door-to-door canvassing, advertisements, flyers or similar material may be delivered to properties within the Estate, and Contractors may only operate on an appointment basis;**
- 5.5 If an owner wish to make use of the services of a non-registered service provider, such an owner should endeavor to encourage the service provider to become registered. The owner shall under no circumstances be allowed to make use of a non-registered service provider.

6. Breach of Conditions

The Wilds HOA will reserve its rights to take steps against any registered Contractor and/or its agents that breaches any condition of this agreement, the estate rules or any other directive, rule or law applicable to such Contractors. It is therefore accepted that should any registered Contractor breach a condition of the contract, such Contractor shall:

- 6.1 Have their registration cancelled, with immediate effect.
- 6.2 Forfeit the annual fees and any other monies paid for that year.
- 6.3 At the sole discretion of The Wilds HOA be levied with a fine.

7. Amendment

The Directors of The Wilds HOA shall be entitled to vary this agreement at its sole discretion.

I hereby confirm that:

1. I am fully aware of the Rules and Regulations of The Wilds, and I hereby agree to all the relevant aspects as defined in these Rules and Regulations, as well as the conditions as stipulated in the earlier part of this document.
2. I am aware that should I fail to comply with these rules, and notwithstanding any contractual obligation I may have from the owner of a property, The Wilds HOA reserves the right to immediately revoke my registration without any refunding. Furthermore should the aforesaid occur, I will have no right or recourse against The Wilds HOA or any member thereof.
3. I acknowledge that the mentioned Rules are subject to amendment from time to time, and I hereby undertake to abide by any reasonable amendment to the Rules, which I acknowledge will always supersede the existing Rules.

I, _____ confirm the acceptance of the above terms and
Registered Owner of the Landscaping / Garden Service

conditions on behalf of _____
(Company Name)

(Signature)

(Date)