

Contract for Lawn Service

1. Names:

This agreement is between Sylvan Township, and _____(Contractor).

2. Scope of Work -Services Performed by Contractor

Contractor will provide Lawn Care Services for Township of Sylvan (see site map attached) for the period May 1, 2014 through October 31, 2014 in accordance with the following specifications.

A. Lawn mowing, weed-whacking and general clean-up in the areas identified in Exhibit A attached hereto and made a part of this contract.

B. Clippings shall be removed from Township property.

3. Time for Performance

Contractor will perform the services during daylight hours. The Contractor and Sylvan Township Officials (Supervisor, Clerk, or Treasurer), shall agree as to when to commence work.

4. Payment

Sylvan Township will make payments within 2 (two) weeks of proper invoicing. Sylvan Township will pay services in accordance with schedule:

<i>Classification</i>	<i>Rate/event</i>
Mowing and Trimming Maple Grove	\$_____
Mowing and Trimming Township Hall	\$_____
Mowing and Trimming of Water Plant	\$_____

5. State and Federal Taxes

Sylvan Township will not withhold state or federal income tax from Contractor's payments, withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare, and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract. Contractor will reimburse Disciples Ridge if Disciples Ridge is required to pay such taxes or unemployment contributions.

6. Fringe Benefits

Neither Contractor nor Contractor's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Sylvan Township.

7. Invoices

Contractor will submit invoices to Sylvan Township for all services performed semi-monthly.

8. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor will have the right to control and determine the methods and means of performing the contractual services. Contractor, at Contractor's expense, may employ assistants as Contractor deems appropriate to perform the contractual services. Contractor will be responsible for paying these assistants as well as any expense attributable to them including income, Social Security and Medicare taxes, and unemployment contributions. Contractor will maintain workers' compensation insurance for all of its employees.

10. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools and supplies necessary to perform the contractual services.

11. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

12. Insurance

Contractor will provide to Sylvan Township a current copy of Contractor's Insurance Policy listing Sylvan Township as an additional insured and showing the required limits of liability along with proof of workers compensation insurance.

- A. Coverage. Contractor shall have issued, pay the premiums therefore, and maintain in full force and effect during the term of the contract at least the following:

Comprehensive Liability. A general comprehensive liability insurance policy or policies naming Sylvan Township as additional insured, protecting Sylvan Township in the amount of One Million Dollars (\$1,000,000) for injuries to or death of one person, and in the amount of One Million Dollars (\$1,000,000) for injuries or deaths arising out of the accident, and in the amount of Five Hundred Thousand Dollars (\$500,000) for property damage,

Damage to Premises. Contractor agrees to insure against any and all damage to the buildings and grounds caused by Contractor, it's employees, agents, subcontractors and assigns. Any and all proceeds of such insurance, so long as this Contract shall remain in effect, shall be used only to repair or replace the items so insured.

- B. Policy Requirements. All insurance policies required to be procured by Contractor (i) shall be issued by responsible insurance companies licensed to do business in Michigan and shall have such form and content as shall be approved by Sylvan Township; (ii) shall be written as primary policy coverage and not contributing with or in excess of any coverage which Sylvan Township may carry. With respect to each and every one of the insurance policies required to be procured by Contractor under this paragraph, on or before the Contract commencement date, and at least thirty (30) days before the expiration of the expiring policies previously furnished, Contractor shall deliver to Sylvan Township certified copies of, or duplicate originals of, each such policy or renewal thereof, as the case may be, together with evidence of payment of all applicable premiums. Each and

Contract for Snow Removal

every insurance policy required to be carried hereunder by or on behalf of Contractor shall provide that such insurance policy shall not be canceled unless Sylvan Township shall have received thirty (30) days' prior written notice of cancellation.

13. Documentation

Contractor will provide to Sylvan Township proper documentation to verify that Sylvan Township is not required to file a 1099 for Contractor at the end of each year. Such documentation will be proof of Contractor's corporate or LLC status.

14. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

15. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

16. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

17. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered, in person, by certified mail, or by overnight courier.

18. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Michigan.

19. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

20. Modification

This agreement may be modified only in a writing signed by all the parties.

Contract for Snow Removal

21. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

22. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

23. Termination

This contract can be terminated by either party with 30 days advance notice.

For Sylvan Township

a Michigan Township
18027 Old US-12
Chelsea, Michigan 48118

By:_____

Scott Cooper, Sylvan Township Supervisor

Date:_____

For Contractor

Contractor

Address, Michigan

By:_____

Contractor, Owner/President

Date:_____

EXHIBIT A

SCOPE OF WORK

Maple Grove Cemetery:

- Mow the grass every two weeks the months of May – September
This would be 10 mowing's



Sylvan Township Hall:

- Mow the grass every two weeks the months of May-September
This would be 10 mowing's
- Weed-whack along fence line once per month May-September
This would be 5 trimmings



Water Tower and Building:

- Mow the grass every two weeks the months of May-September
This would be 10 mowing's
- Weed-whack along fence line once per month May-September
This would be 5 trimmings

