

Alcona County Library
Lawn Care Contract

1. **The Parties:** This lawn care contract ("Agreement") made May 1, 2021 is by and between:

Service Provider: _____ with a mailing address of _____
_____ City _____ state, Zip
code _____ ("Service Provider), **AND**

Client: *Alcona County Library* with a mailing address of 312 W. Main St., Harrisville, MI 48740 ("Client").

NOW, Therefore, and in consideration of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the parties:

2. **Term:** The term of this Agreement shall commence on May 1, 2021 and terminate on September 30, 2022. This agreement shall be valid during the lawn growing period of approximately May-September for 2 years.

3. **Service:** The Service Provider agrees to provide the following:

Mowing, Edging, and Weed Whipping on a 7-10 day basis dependent on lawn growth,
and

1 Spring and 1 Fall Cleanup per year

Hereinafter known as the "Service."

Service provider shall provide, while providing the Service, that they shall comply with policies, standards and regulations of the Client, including local, state and Federal laws to the best of their abilities.

4. **The Properties:** The Service shall be provided at the following addresses:

Harrisville Branch of the Alcona County Library, 312 W, Main St., Harrisville, MI 48740; and

Lincoln Branch of the Alcona County Library, 330 Traverse Bay RD., Lincoln, MI 48742.

5. **Payment Amount:** The Client agrees to pay the Service Provider the following compensation for the Service performed under this agreement:

\$ _____ per job at the Harrisville Branch Library.

\$ _____ per job at the Lincoln Branch Library.

Hereinafter known as the "Payment Amount."

6. **Payment Method:** The Client shall pay the Payment Amount on a monthly basis when invoiced.

7. **Inspection of Services.** Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this

Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

8. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

9. Confidentiality. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

- a.) **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.
- b.) **Injunction.** Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client
- c.) **No Release.** Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

10. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

11. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

12. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from the risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

13. Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

14. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

15. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Michigan where the Property is located.

16. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

17. Additional Terms & Conditions. Service Provider shall provide Client with a copy of proof of at least \$1,000,000.00 liability insurance and workers compensation insurance.

XXII. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

Client's Signature _____ **Date** _____

Print Name _____

Service Provider's Signature _____ **Date** _____

Print Name _____