

AMSTON LAKE DISTRICT
Agreement for Grass Cutting Services

This agreement made on the _____ day of _____, 20____, by and between **Amston Lake District**, hereinafter called **Owner**, and

_____, hereinafter called **Contractor**.

Witnessed, that the Owner and the Contractor for considerations named agree as follows:

Article 1: Scope and Schedule of Work

The Contractor shall perform all necessary work as described in Attachment A and B – Grass Cutting on Amston Lake District property. Work shall commence on or around the third week of April, depending on grass and weather conditions and continue until the last Saturday in September. Grass cutting will be done every two weeks during the growing season April through June. Grass cutting will be done every third week during the summer season July through September.

Article 2: Contract Term

This contract covers the period April 1, 20____ through October 30, 20____. The contract may be extended for an additional year by mutual written consent.

Article 3 Charges and Payment Schedule

Contractor will charge and submit an invoice to Owner weekly at the rates listed below, subject to authorized and agreed upon additions, deductions or other changes. Invoices will identify the date and type of cut. Owner will pay contractor monthly for all authorized work submitted for the prior month. Owner is exempt from Connecticut Sales Tax.

For Schedule “A” \$_____ per cut.

For Schedule “B” \$_____ per cut

Article 4 General Provisions

Any alteration or deviation from the scope of work (attachments “A” & “B”), including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor.

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner.
2. Contractor shall be construed as an independent contractor for all purposes of this agreement.
3. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the contract.
4. Contractor shall obtain all permits necessary for the work to be performed at its own expense.

5. In the event Owner shall fail to pay any periodic or installment payment due hereunder, the Contractor may cease work without breach pending payment or resolution of any dispute.
6. Should the contractor not perform all work as described in attachments "A" and "B", the Owner may dismiss this Contractor and employ another vendor.
7. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association with Contractor and Owner equally covering the cost of arbitration.

Article 6. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible for.

Article 7. Insurance

The Contractor represents that it has purchased insurance (listed below) and agrees that it will be kept in force for the duration of the performance of the work or for such longer term as may be required by this agreement, in a company or companies lawfully authorized to do business in the State of CT. Such insurance as will protect the Amston Lake District, and the owner of the site, if the site is not owned by the District, from claims for loss or injury which might arise out of or result from the Contractor's operations under this project, whether such operations be by the Contractor or by a subcontractor or its subcontractors.

The Contractor represents and agrees that said insurance is written for and shall be maintained in an amount not less than the limits of the liability specified below or required by law, whichever coverage is greater. The Contractor certifies that coverage written on a "claims made" form will be maintained without interruption from the commencement of work until the expiration of all applicable statutes of limitation.

1. Worker's Compensation (if any employees)
 - a. Connecticut Statutory Coverage
 - b. Employer's Liability:
 - \$100,000 each accident
 - \$500,000 disease aggregate
 - \$100,000 disease each employee
2. Comprehensive General Liability with limits of not less than \$1,000,000 per occurrence.
3. Comprehensive Automobile Liability (owned, non-owned, hired) of \$500,000 each accident.

The Contractor shall supply Certificates of Insurance, naming the Amston Lake District and its Directors as additional insured, in duplicate, acceptable to all parties prior to commencement of work, and that the policies shall include a provision that coverage under the policies shall not be cancelled

