

# Maintenance Terms

## A. SERVICE CONDITIONS

1. Contractor agrees to perform for Owner the specific services listed in SECTION II in a good, workmanlike and professional manner, in accordance with standard high quality horticulture practices as outlined by the Illinois Landscape Contractors Association, the Professional Grounds Management Society, and the Associated Landscape Contractors of America.
2. Contractor shall furnish all necessary supervision, labor, supplies, materials and equipment required in performing the above-mentioned services on a timely basis.
3. Contractor's maintenance personnel shall be uniformed in order to present a neat professional appearance. They shall be properly trained, experienced, and skilled for their respective duties.
4. Contractor shall make every reasonable effort to perform the said services to avoid inconvenience to Owner. Weekly services will normally be performed on the same day(s) each week. However, in the event of holidays, rain, or other factor the Contractor may need to re-schedule to another day. This will usually be the next day.
5. Contractor shall only use products, which are registered with the Environmental Protection Agency.
6. By state law and Environmental Protection Agency regulations, all pesticides must be applied by a licensed applicator or a licensed operator under the supervision of a licensed applicator. Contractor is licensed by the state of Illinois and Indiana as an authorized spray applicator and spray operator of turf and ornamental products, aquatic and right of way weed control.
7. The product, timing, and rate of all applications will be adjusted to meet the needs of the grasses and plants in conjunction with horticultural conditions, weather, manufactures' recommendations, and governmental regulations. Contractor may use appropriate growth regulators to assist in maintaining a more manicured landscape.
8. If practical, written notification and instructions, if any, will be left at the job site after each turf or tree application of pesticides or fertilizers. 9. Contractor shall not be responsible or liable to Owner for any damage or loss which might arise out of any act or cause beyond Contractor's control including, but not limited to, damage or loss resulting from vandalism, insects, disease, storm, flood, fire, wind, drought, hail, rain, snow, freezing, or other natural causes or acts of persons other than Contractor's employees or agents. Contractor shall have no liability for any consequential or indirect damages as a result of any act or omission of contractor.
10. Owner agrees to pay a separate charge, as agreed upon by Owner and Contractor, for services requested by Owner, which are not specifically listed in SECTION II. Contractor will not proceed to do any additional work without proper authorization from Owner/Agent.
11. Depending on the extent of pruning and trimming services indicated in SECTION II, the pruning and trimming shall be done at the proper time as required by the plant species. This does not include removal of severely damaged or dead trees and shrubs.
12. All landscape related debris, which is accumulated due to work performed by Contractor, shall be removed by Contractor at its expense unless otherwise agreed. Contractor will not use Owner's disposal containers.

13. As professional trained horticulturalists, we will manage your site; therefore, actual occurrences may vary as determined by weather, climate patterns and specific plant/turf needs.

## **B. INSURANCE COVERAGES**

1. Contractor shall, at its sole expense and for the period of this Agreement, carry and maintain, in full force and effect, general liability & automobile liability insurance for bodily injury property damage in the amount of \$1,000,000.00, statutory Workman's Compensation Insurance, and Commercial Umbrella liability of \$2,000,000.00.

2. Contractor agrees to indemnify and save harmless Owner against liability, damage, loss, claims, demands, and actions, including personal injury, death, or property damage, arising out of any act by, or negligence of Contractor, its employees, or agents, while engaged in the performance of the services described in this Agreement, and for which Contractor is legally held responsible.

3. Upon request, Contractor shall furnish Owner with a copy of the certificate of Insurance showing that the above insurance is in force and effect, stating policy numbers, effective dates, expiration dates and limits of liability there under. Contractor agrees that nothing contained in this paragraph shall limit or release Contractor from its obligations otherwise provided for in this Agreement, including assumption of liabilities and indemnification's to Owner. Contractor's insurance coverage shall not be reduced or canceled without twenty (20) days notice to Owner.

4. Watering of turf areas, shrubs, trees, and other plant material is not included in this Agreement and shall be the sole responsibility of Owner. Contractor will give recommendations for watering so as to promote a healthy landscape. Watering services are available and may be contracted under a separate agreement, if requested.

## **C. STANDARD CONDITIONS AND PROVISIONS**

1. In the event Owner fails to pay Contractor as provided herein or fails to pay for other work completed by Contractor, Contractor may terminate this Agreement and the services and work described herein upon written or verbal notice to Owner. In the event of such termination, Contractor shall promptly remove all material provided under this Agreement and all of Contractor's equipment from Owner's premises. After such termination, Contractor shall have no further obligation to Owner to provide the services or perform the work herein described, provided however that termination by Contractor shall not affect any remedy or remedies for payment or otherwise to which Contractor is legally entitled.

2. In the event that Contractor fails to provide the services or perform the work herein described, Owner shall have the right to terminate this agreement effective thirty (30) days after Contractor's receipt of Owner's written notice to terminate. Such written notice shall specify the work or services not performed by Contractor. Upon termination, Contractor shall promptly remove all material provided, however, that termination by Owner shall not affect Contractor's right to payment for services rendered prior to the termination.

3. Neither party shall be liable for damages by reason of any delay in completion of the work hereunder due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, or of the public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.

4. If Owner shall stop Contractor from performing any work under this Agreement, except in compliance with SECTION VI.C.2. above, Owner shall be liable to Contractor for all damages sustained by Contractor as a result of such stoppage.

5. Contractor shall have and enjoy such lien rights against Owner's premise as the law of the state in which Owner's property is located gives to persons performing the same or similar services as Contractor.
6. Owner shall pay and discharge all costs and expenses including reasonable attorney's fees, which shall be incurred or expended by Contractor to collect any sums due from Owner and to otherwise enforce the provisions of this Agreement.
7. Any written notice required herein shall be sent to the other party by United States mail, certified and postage prepaid. Contractor shall act as an independent contractor. Contractor shall employ and direct such personnel as it requires to perform services, shall secure any and all permits that may be required in order to perform the services herein contemplated and shall comply with all federal, state, county and municipal laws, ordinances, rules and regulations.
8. This Agreement shall not be assigned by Contractor without the prior consent of Owner.