

## Lawn Care Contract

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This agreement is made and entered into between:

**Full Legal Names:** \_\_\_\_\_

(Hereinafter referred to as "the Client")

AND

**Full Legal Names:** \_\_\_\_\_

(Hereinafter referred to as "the Contractor")

The Client hereby engages the Contractor to perform lawn care services at the following addresses: See attached **Address List** according to the scope of the work detailed and priced on the **Lawn Care Schedule** which is attached hereto and forms part of this Lawn Care Contract.

1. Any additional work required by the Client or proposed by the Contractor which is not specified on the Lawn Care Schedule shall be quoted for separately and when completed added to the invoice.
2. Invoices shall be issued at the end of every month with payment due within 30 days from the date of invoice.

### 3. Obligations of the Contractor

- 3.1. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.
- 3.2. The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.
  - A. Contractor shall provide workers' compensation coverage for all employees through group coverage or other method satisfactory to The Housing Authority of the City of Texas City (TCHA) and at levels in compliance with state law. Contractor shall provide proof of said coverage by a certificate from the workers' compensation coverage provider which includes a statement that the coverage will not be canceled without at least 30-day notice to the TCHA. Contractor shall provide copies of said certificates to the TCHA.

B. Contractor shall require all subcontractors to provide like workers' compensation coverage to all subcontractors' employees and shall require all subcontractors to provide certificates from their workers' compensation coverage carriers to the Contractor certifying coverage and stating that the coverage will not be cancelled without at least 30-day notice to the TCHA.

C. Contractor shall purchase and keep in full force and effect during the entire duration of the work contemplated by this Contract an insurance policy issued by a company or companies licensed and qualified to do business in the State of Texas, with terms and conditions satisfactory to the TCHA, as follows:

Comprehensive General Liability in amount no less than:

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
Auto	\$1,000,000 per occurrence

D. Contractor shall provide the TCHA with a Certificate of Insurance naming the TCHA as additionally insured and reflecting the referenced coverage and stating that the coverage will not be canceled without at least 30-day notice to the TCHA.

3.3. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, failing which the cost of all missed services shall be deducted from the invoice.

3.4. The Contractor shall provide certified payroll sheets to accompany the monthly invoice.

#### **4. Obligations of the Client**

4.1. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 8am to 5pm.

4.2. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.

4.3. The Client shall be responsible for the day-to-day care of the lawn as recommended by the Contractor and which are not part of the services outlined on the Lawn Care Schedule.

## **5. Liability**

5.1. The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.

5.2. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.

5.3. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.

5.4. The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.

5.5. The Contractor shall be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides or fertilizers. Liability shall be limited to the replacement of the plant(s) by the Contractor.

## **6. Whole Agreement**

This Lawn Care Contract and Lawn Care Schedule attached constitute the sole and entire Agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Lawn Care Schedule provided such termination or amendment is made in writing and submitted to the other party 30 days prior to taking effect.

## **7. Assignment**

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Contract without the prior written consent of the other party.

## **8. Governing Law**

This Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Texas and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

Signed at \_\_\_\_\_ on this \_\_\_\_day of \_\_\_\_\_20\_\_\_\_ by the Client who warrants his/her authority to enter into this agreement.

Client's Signature: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_day of \_\_\_\_\_20\_\_\_\_ by the Contractor who warrants his/her authority to enter into this agreement.

Contractor's Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**LAWN CARE SCHEDULE**

**Seasons:** Summer Months (March through November)

**Standard Services:** Mowing, line trimming, edging and clean-up of all clippings on areas outside the lawn. Clean and maintain flower beds around office.

**Cost:** \_\_\_\_\_ **per month**

**Frequency:** The above standard lawn care services shall be performed on a weekly basis.

**Seasons:** Winter Months (December through February)

**Standard Services:** Mowing, line trimming, edging and clean-up of all clippings on areas outside the lawn. Clean and maintain flower beds around office. Rake and remove leaves if necessary.

**Cost:** \_\_\_\_\_ **per month**

**Frequency:** The above standard lawn care services shall be performed on a bi-weekly basis.

The lawn care services as outlined above shall commence on the \_\_ \_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall continue for 12 months or until duly terminated by either party by written notice.

The Housing Authority of the City of Texas City (Client)

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

## SCATTERED SITES - ADDRESSES

801 Second Avenue North	Duplex 1
803 Second Avenue North	
805 Second Avenue North	Duplex 2
807 Second Avenue North	
809 Second Avenue North	Duplex 3
811 Second Avenue North	
813 Second Avenue North	Duplex 4
815 Second Avenue North	
817 Second Avenue North	Administration Building
821 Second Avenue North	Duplex 5
823 Second Avenue North	
825 Second Avenue North	Duplex 6
827 Second Avenue North	
823 Fourth Avenue North	Duplex 1
825 Fourth Avenue North	
827 Fourth Avenue North	Duplex 2
829 Fourth Avenue North	
918 Fourth Avenue North	Vacant Lot
920 Fourth Avenue North	Duplex 1
922 Fourth Avenue North	
924 Fourth Avenue North	Duplex 2
926 Fourth Avenue North	
928 Fourth Avenue North	Duplex 3
930 Fourth Avenue North	
501 Fifth Avenue North	Duplex 1
503 Fifth Avenue North	
505 Fifth Avenue North	Duplex 2
507 Fifth Avenue North	
801 Fifth Avenue North	Duplex 1
803 Fifth Avenue North	
930 Fifth Avenue North	Vacant Lot
106 Sixth Avenue North	Duplex 1
108 Sixth Avenue North	
506 Sixth Avenue North	Duplex 1
508 Sixth Avenue North	
816 Sixth Avenue North	Duplex 1
818 Sixth Avenue North	

215 Seventh Avenue North 217 Seventh Avenue North	Duplex 1
414 Seventh Avenue North 416 Seventh Avenue North	Duplex 1
710 Seventh Avenue North 712 Seventh Avenue North	Duplex 1
728 Seventh Avenue North 730 Seventh Avenue North	Duplex 1
425 Eighth Avenue North 427 Eighth Avenue North	Duplex 1
721 Eighth Avenue North 723 Eighth Avenue North 725 Eighth Avenue North 727 Eighth Avenue North	Duplex 1  Duplex 2
708 Eleventh Avenue North 710 Eleventh Avenue North	Duplex 1