

CONTRACT FOR LAWN MOWING & TRIMMING OF TOWN BUILDINGS

1. **PARTIES:** This contract is between the Town of Long Island (also referred to as "we" or "our") and _____ (referred to as "you" or "contractor"). When this contract refers to you, it also includes your agents and employees.

2. **SUBJECT:** The subject of this contract is for Lawn Mowing & Trimming of Town Buildings.

3. **INDEPENDENT CONTRACTOR:** Throughout the performance of this contract you are acting in independent capacity and not as an officer, employee, or agent of the Town of Long Island. Additional personnel needed by you to fulfill your duties under this contract shall be employed or retained by you, and you are solely responsible for complying with all applicable state and federal laws including but not limited to workers compensation law, employment security law, and minimum wage law. As an independent contractor, you are also responsible for maintaining equipment in a safe and legal condition.

4. **DEFINITIONS:** Except as defined below, all words and terms used in this contract have their ordinary meaning.

5. **TIME TERM:** This contract is in effect from July 1, 2012 to June 30, 2015 unless sooner terminated in accordance with sections 8.

6. **YOUR DUTIES:** You shall perform the following duties when and as needed:

Your duties should include mowing and trimming front and back of buildings and clean up of the following: Town Hall, Garage Building, Community Center, Marine Building, Teen Ctr./Police House, School Grounds & Tennis Area, Generator Building, Fire Station, all three cemeteries (Fern Ave., Apple Tree Lane & Winterview Lane), and VFW Hall.

To be done on a regular basis: Town Hall – Garage Building By Town Hall – Community Center – Police House – School Grounds & Tennis Area – Library – Backside of Marriner's Parking Lot – VFW Hall.

As needed: Cemeteries

Front and sides on a regular basis – back of these properties on an as needed basis to meet fire safety standards: Generator building – Fire Station – Marine Bldg. (concrete building next to Boathouse Variety).

Will need cutting/trim/brush work 3-4 times a season: Waterside of parking lot.

7. OUR DUTIES: The town will pay a total of \$_____ for your services, in installments as follows:

FY 12/13: \$_____ FY 13/14: \$_____ FY 14/15: \$_____

8. TERMINATION BY MUTUAL AGREEMENT: The parties may agree in writing to terminate this contract by mutual consent.

9. INDEMNIFICATION AND HOLD HARMLESS: You agree to hold the Town harmless from any claims of death, personal injury, property damage or other loss resulting from your acts or omissions in the performance of this contract in the event that such a claim is made against us, you will pay any legal fees incurred to defend us, and you will pay any amount (indemnify) for which we are held liable.

Copy of Liability Insurance must be submitted with the signing of this contract.
Cost of Liability Insurance is the responsibility of the contractor.

10. SUPERVISION AND CONTROL: As an independent contractor, you have the right and duty to supervise your own employees, agents and equipment. On behalf of the Town, the Selectmen have the right to inspect your activities under this contract and will notify you of problems, inadequacies or non-performance.

11. NOTICE AND CONTACT: The following persons are available and authorized to accept notices (written or oral), calls and orders:

(A) For us: _____

Phone: _____ 766-5820 _____

(B) For you: _____

Phone: _____

12. AMENDMENT, SEVERABILITY, JURISDICTION: This contract can be amended only by written consent of the parties. If any part of this contract is declared by a court to be void or unenforceable, the remaining provisions will continue in full force and effect. This contract is governed by the laws of the State of Maine.

In witness whereof, the parties or their duly authorized agents execute this agreement on this _____ day of _____, 20____.

Witness

Contractor

Witness

Selectman

Selectman

Selectman