

**HOMESTEAD TOWNSHIP
P.O. BOX 315, HONOR, MI 49640**

TOWNSHIP CEMETERIES GROUNDS MAINTENANCE CONTRACT

Contract made April 4, 2016 between the Township of Homestead, a municipality located in the county of Benzie, State of Michigan, herein referred to as herein referred to as Contractor.

RECITALS

1. Owner owns and operates the Homestead Township Cemeteries at 10016 Covey Road and at 1335 S. Pioneer Rd in Homestead Township and desires to have the lawns mowed and trimmed, bushes pruned and all debris disposed of.

2. Contractor agrees to perform these services for owner under the terms and conditions set forth in this contract.

**SECTION ONE
DESCRIPTION OF WORK**

The work to be performed by Contractor includes all services generally performed by Contractor in his usual line of business, including, but not limited to, the following:

1. Mowing and trimming of lawn and grounds
2. Pruning and trimming of all trees and shrubs
3. Disposal of all tree limbs and non-organic debris

The contractor agrees to maintain a satisfactory appearance of all grounds of the Homestead Township Cemeteries. Contractor agrees to abide by the judgment of the Township Clerk as to what constitutes satisfactory workmanship.

In the performance of the work herein contemplated, Contractor is an independent Contractor with the authority to direct and control the performance of the details of the work, with Owner being interested only in the results obtained; however, the work contemplated herein must meet the approval of Owner and shall be subject to Owner's general right of inspection by the Township Supervisor. Contractor agrees to comply with all Federal, State, and municipal laws, rules and regulations that are now or may in the future become applicable to Contractor or Contractor's business, equipment, and personnel engaged in operation covered by this contract or accruing out of the performance of such operations.

**SECTION TWO
RIGHTS AND OBLIGATIONS**

Contractor shall furnish, at his own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this contract. Contractor shall furnish duly qualified and experienced work persons and supervisors to carry out the work to be performed by him under the contract. Contractor shall at all times enforce strict discipline and maintain good order among the work persons engaged in such work, and shall cause such work persons to observe all reasonable fire prevention and safety rules and regulations enforced. Contractor shall not employ any unfit persons or anyone not skilled in the operations of the machine assigned to them. Persons hired by Contractor shall be and remain Contractor's employees.

SECTION THREE PAYMENT

In consideration of performance of this contract, Owner shall pay Contractor the sum of \$1,650.00 per month for a five (5) month contract. Payments to be made the Tuesdays after the first Monday of each month listed: May, June, July, August, and September, of year 2016.

**SECTION FOUR
TERMS**

This contract shall begin on May 1st. The initial cleanup of the cemetery grounds shall be completed before Memorial Day. The work performed shall continue thru September 30th of each year.

**SECTION FIVE
RELATIONSHIP OF PARTIES**

The parties to this contract intend that the relationship between them created by the contract is that of Owner-Independent Contractor. No agent, employee or servant of the Contractor shall be deemed to be the employee, agent or servant of Owner. Owner is interested only in the results obtained under this contract. The manner and means of conduction of the work are under the sole control of Contractor. None of the benefits provided by Owner to their employees, including but not limited to, compensation insurance and unemployment, are available from Owner to the employees, agents or servants of Contractor. Contractor will be solely and entirely responsible for his acts and the acts of his agent, employees, servants and sub-contractors during the performance of his contract.

**SECTION SIX
LIABILITY**

The work to be performed under this contract will be performed entirely at the Contractor's risk. Contractor will carry for the duration of this contract, public liability insurance in an amount agreeable with Owner. Contractor agrees to indemnify Owner for any and all liability or loss arising in any way out of the performance of this contract, including but not limited to, injury and damage to the general public resulting from and out of the conduct of Contractor's agents, employees, servants and subcontractor and their operations of the machines, equipment and tools used in performing the services of the contractor.

**SECTION SEVEN
TERMINATION OF CONTRACT**

Owner may cancel this contract on seven (7) days written notice of violation of this contract and Contractor may cancel this contract of lack of timely payment: otherwise the contract shall remain in force from May 1st, until September 30, 2016, a one (1) year contract, renewable at expiration.

In witness whereof, the parties have executed this agreement at the Homestead Township Hall on April 2016.

_____ Date _____
Mary Geetings, Clerk Homestead Twp

Linda Wichtner Owner and Operator

_____ Date _____
Jessica Wooten - Supervisor

Date