



## 2023 Landscaping/Grounds Maintenance Agreement

This Landscaping/Grounds Maintenance Agreement (“Agreement”) is entered into by and between LPR Lawn & Landscaping (“Company”) and HAPPY HAVEN, LLC. (“Client”)

WHEREAS, the Company wishes to take on the task of landscaping/grounds maintenance for the property(s) listed below, owned by Client.

THE TERM, Landscaping/Grounds Maintenance meaning ....labor and equipment required to perform grounds maintenance by:

- Perpetual weekly (7-10) days) mowing and trimming of lawn areas weather permitting
- Vacuuming/Raking of the lawn area with the removal of all clippings
- Blowing/sweeping walkways and parking area of grass
- Removal of any debris from sites (trees, limbs, leaves)
- Fenceline maintenance
- Fall clean-up until the first day of snow

As needed:

- Raking leaves from shrubs
- Raking leaves from under porch and porch steps
- Removal of debris and garbage

Removal of large items as needed: (Separate Cost)

- Appliances
- Mattresses/Boxsprings
- Furniture/Sofas

The above services shall be performed per standard lawn care practices and completed in a workmanlike manner.

***Any recommendations regarding the replacement of and/or addition of plants, shrubs, trees, must be approved by the Client before that replacement or additions. Also, any additional labor that needs to be performed, beyond this agreement, must be approved by the Client before work is needed.***

Landscaping/Grounds Maintenance for the following locations(s):

1. 397 Lake Street, Auburn
2. 1375 Hotel Road, Auburn
3. 3 Garnett Avenue, Lewiston
4. 42 Charles Street, Lewiston
5. 17 Champlain Avenue, Lewiston
6. 146 Rideout Avenue, Lewiston
7. 18 Ventura Street, Lewiston

8. 30 Rosedale Street, Lewiston
9. 134 South Avenue, Lewiston
10. 345 Pleasant Avenue, Lewiston
11. 205 East Avenue, Lewiston
12. 5 Riverside Place, Lewiston
13. 3 Sylvan Street, Lewiston
14. 108 Davis Street, Auburn
15. 7 Lake St, Auburn
16. 3 Sylvan, Lewiston
17. 255 Bardwell St, Lewiston
18. 38 Hampton Ave, Auburn
19. 77 Jill St, Lewiston
20. 158 Webster St, Lewiston

Landscaping/Grounds Maintenance, as noted above, will begin April 5, 2023.

The total cost of this contract will not include fuel charges, it is to be in a lump sum format. Payment of the total cost is to be divided equally over eight (8) payments, which will be rendered only after Company submits an invoice to Happy Haven, LLC. at the end of each month for services rendered beginning April 2023 through November 2023.

Total Cost of this Contract:       \$32,000.00

Monthly Payments (8) Months   \$4,000.00

### **Terms and Conditions**

Insurance: During the Term of this Agreement and for a period thereafter sufficient to meet its indemnity obligations hereunder, Company shall maintain full force and effect the following policies of insurance at its expense: (a) Comprehensive General Liability, on an occurrence basis, that includes a duty to defend and provides bodily injury, property damage and contractual liability coverage with limits of at least one million dollars (\$1,000,000); (b) Comprehensive Automobile Liability, on an occurrence basis, that includes a duty to defend covering any owned, non-owned, leased or hired vehicles with combined single limits of at least one million dollars (\$1,000,000) per accident for bodily injury and property damage; and (c) Workers' Compensation and Employers' Liability providing statutory workers compensation benefits in all states of operation and employers' liability with limits of at least one million dollars (\$1,000,000) per accident and disease. All such insurance policies shall (1) be placed with a contractor or companies authorized to do business in the State of Maine, (2) be endorsed to name Client as an additional insured thereunder (except concerning workers' compensation and employers' liability insurance), and (3) where allowed by law, include a waiver of subrogation in favor of Client. Company agrees to provide Client at least thirty (30) days prior written notice of any insurance policy cancellation or material changes, voluntary or involuntary. All policy deductibles or self-insured retentions shall be borne by Company. Company shall provide Client with Certificate(s) of Insurance evidencing that the required insurance was obtained per these provisions.

Indemnification: Company shall indemnify, defend, and hold harmless Client from and against any third-party claims, damages, injuries (including death), lawsuits, fines, liabilities, penalties, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, (collectively, "Claims") arising from, caused by, or resulting from the negligence or willful misconduct of Company and/or its agents or employees in providing the services to Client.

Relationship: Company and Customer shall not be considered or deemed to be joint venturers, partners, or acting in any other capacity except as parties to the Agreement and governed by the terms of the Agreement and neither shall have the power to bind or obligate the other except as set forth herein.

Warranty: Company warrants that (a) it is a duly licensed business in good standing in the State of Maine; (b) that the employees and/or agents that perform the contracted services hereunder shall be fully qualified and, where applicable, licensed to do so; and (c) that the products and services to be provided to Customer by Company and/or its agents and employees hereunder shall be provided in a good and workmanlike manner, following general industry standards, and in compliance with all applicable federal, state, and local laws, rules, regulations, codes, and ordinances.

Disputes: If any legal proceedings are commenced to resolve any dispute or difference which may arise in connection with the Agreement, the prevailing party shall be entitled, in addition to any other award that may be made, to recover costs, reasonable attorney fees, and expert witness fees.

Termination: Either party may terminate this Agreement without cause upon not less than thirty (30) days prior written notice to the non-terminating party.

In Witness Whereof, the parties hereto executed this Agreement on the day and year first above written.

COMPANY:

LPR Lawn & Landscapping

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT:

Happy Haven, LLC.

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_