

AGREEMENT
MOWING/TRIMMING - PARKS
TOWN OF WINCHESTER

Agreement made between the Town of Winchester, a Connecticut municipal corporation with territorial limits within the County of Litchfield, 338 Main Street, Winsted, CT 06098, herein referred to as "TOWN" and J & Z Lawn Care, herein referred to as "CONTRACTOR".

RECITALS

CONTRACTOR is willing to provide services as herein described to TOWN and TOWN is willing to engage and compensate CONTRACTOR under the terms, covenants, and conditions hereinafter set forth.

For the reasons set forth above, and, in consideration of the mutual promises and agreements hereinafter set forth, TOWN and CONTRACTOR agree as follows:

SECTION ONE

TOWN hereby engages and hires CONTRACTOR to perform the hereinafter described lawn and grounds maintenance work at the East End Park on Park Place, West End Park on Main Street, Flat Iron Park located at Main and Spencer Streets, the Historical Society located at the corner of Lake and Prospect Streets, the Playground on South Road, the Winchester Center Green, the upper and lower section of the Soldiers Monument on Crown Street, the Park on Route 263, and the Historical Society Lake St & Prospect St, all within the Town of Winchester, and CONTRACTOR hereby accepts and agrees to such hiring and engagement, subject to the general advise and direction of TOWN. CONTRACTOR agrees to provide all labor, material, and equipment necessary and appropriate for the maintenance of the lawns at the aforesaid parks, including all necessary cutting and trimming of grass.

CONTRACTOR agrees to mow and trim each of the aforesaid areas a minimum of twenty-two (22) times per growing season (once a week) during the term hereof, and more often as growing conditions require and as the TOWN may direct.

SECTION TWO
BEST EFFORTS

CONTRACTOR will promptly respond to any complaints of individuals and the TOWN. CONTRACTOR understands that failure to comply with this paragraph will result in termination of this agreement by the TOWN.

SECTION THREE
TERM

The term of this agreement shall be for a three-year (3-year) period commencing July 1, 2011 through June 30, 2014, subject, however, to prior termination as hereinafter provided.

SECTION FOUR
COMPENSATION

TOWN shall pay to CONTRACTOR the sum of \$272.00 per mowing, and a Lump sum Fall cleanup price of \$544.00 per year, that services are provided mowing/trimming parks, to be payable on the last business day of each month.

**SECTION FIVE
INSURANCE**

CONTRACTOR agrees to carry and provide at all times mentioned herein liability and property damage insurance in amounts satisfactory to the Town of Winchester and further, CONTRACTOR shall provide and carry any and all Workers' Compensation Insurance as is required under the laws of the State of Connecticut. CONTRACTOR shall, upon request, provide to TOWN a Certificate of Insurance evidencing the existence of such coverage.

**SECTION SIX
ASSIGNMENT**

No assignment by CONTRACTOR of this contract or of any rights hereunder shall be valid without the prior written consent of the TOWN.

**SECTION SEVEN
AGREEMENTS OUTSIDE OF CONTRACT**

This contract contains the complete agreement concerning the arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any representatives including the execution and delivery hereof except such representations as are specifically set forth herein and each of the parties hereto acknowledges that he or it has relied on its own judgment in entering into this agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

**SECTION EIGHT
TERMINATION**

This agreement may be terminated by TOWN on ten (10) days' written notice to CONTRACTOR upon default by CONTRACTOR of any of the terms hereof.

In addition thereto, TOWN shall have the option of terminating its payments hereunder in the event that sufficient funds are not appropriated by appropriate local authorities for the payments described herein. TOWN, however, presently intends to pay all payments specified herein and TOWN shall include in its budget for each fiscal year and will use all reasonable and lawful means at its disposal to secure the appropriation of money for each fiscal year sufficient to make required payments. TOWN reasonably believes that monies in an amount sufficient to make all such rental payments can and will lawfully be appropriated and made available for this purpose.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

May day of 16, 2011.

CONTRACTOR

BY 

NAME PRINTED Donald Collins

TOWN OF WINCHESTER

BY 

NAME PRINTED Mark Douglas