



MOWING SERVICES CONTRACT

This agreement (“Agreement”) is dated _____ and is by and between _____ Township, _____ County, Minnesota, _____ (“Town”), and _____ (“Contractor”). In consideration of the mutual promises and agreements hereinafter set forth, and intending to be legally bound, the parties do hereby agree as follows:

1. **Mowing Services.** Contractor will mow and trim the lawn at the above address once each week starting the week of _____, 20__ and ending upon a one week notification by Town to Contractor. Contractor is solely responsible for providing all necessary personnel and for providing and maintaining the equipment necessary to perform the mowing and trimming services. Contractor will perform such services in a timely and competent fashion and will take all steps necessary to protect the public from injury arising from Contractor’s performance under this Agreement.
2. **Payment.** Town will pay Contractor at a rate of \$_____ per mowing, with payment made to Contractor after the Board’s approval of Contractor’s claim for payment properly submitted at a Board meeting. This rate is all inclusive and covers payment for services, salary, wages, and other personnel costs, sales and other taxes, equipment costs, and any and all other costs and expenses. Contractor must submit a claim for payment on the claim form provided by Town in time for consideration at Town’s monthly board meeting. Failure to submit a completed claim form to the Town clerk at least 48 hours before the meeting may delay consideration of the claim until the following monthly meeting.
3. **Independent Contractor.** Contractor agrees it is an independent contractor for all purposes and nothing herein shall be construed as creating an employment relationship. Contractor, and its agents, officers, and employees are not eligible to receive workers’ compensation, unemployment insurance, or any other benefit or compensation from Town. Contractor is responsible for withholding, reporting, and paying any taxes on the payments it receives from Town.
4. **Insurance.** Contractor shall maintain during the entire term of this Agreement insurance policies providing at least \$1,500,000 of general liability coverage applicable to the services provided under this Agreement. Contractor shall also carry workers’ compensation insurance at least in the amounts and to the extent required by law. Contractor must provide Town a current certificate of insurance showing such coverage before starting to provide services under this

Agreement. If Contractor is exempt under Minnesota law from having to carry workers' compensation insurance, Contractor may submit a statement of exemption in place of a certificate of insurance. Town may require Contractor to provide a written statement from its insurer or agent expressing coverage for the services provided Town.

- 5. Termination.** Town may terminate this Agreement, with or without cause, upon 14 days written notice to Contractor. Without limitation, upon breach of this Agreement by Contractor, Town may immediately terminate this Agreement or may pursue any other available remedies at law or in equity that are necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of this Agreement.
- 6. Subcontracting & Assignment.** Contractor shall not subcontract or assign any portion of this Agreement without prior written permission of Town.
- 7. Miscellaneous.**
 - a. In accordance with Minnesota Statutes, Section 16C.05, subdivision 5, Contractor's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by Town and the Minnesota State Auditor for a minimum of six years from the expiration date of this Agreement.
 - b. This Agreement has been made, and its validity, performance, and effect shall be determined in accordance with the internal laws of the State of Minnesota without regard to conflict of law provisions. Any dispute arising out of this Agreement shall be heard in the state or federal courts of Minnesota and the parties hereto waive any objection of such courts, jurisdictional or otherwise, and whether based on convenience or any other grounds.
 - c. The waiver by any party of a breach or violation of, or failure of any party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or as a relinquishment of any rights hereunder.
 - d. If any part of this Agreement is invalid or unenforceable under applicable law, that part shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.
 - e. The parties acknowledge that they participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court shall construe this Agreement more stringently against one party than the other.
 - f. This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the parties with respect to the subject matter. This Agreement may not be altered or amended except by an agreement in writing signed by the parties. Without limitation, no claim for extra work done or materials furnished by Contractor will be made by Contractor or allowed by Town, nor shall Contractor do any work or furnish any materials

not covered by this Agreement, unless such work or materials is ordered in writing by Town.

- g. Regardless anything to the contrary herein, nothing in this Agreement shall constitute a waiver of any immunity from or limitation on liability to which Town is entitled, under Minnesota Statutes, Chapter 466 or otherwise.
- h. Contractor will maintain all necessary licenses and permits and will comply with all federal, state, and local laws, rules, and regulations pertaining to Contractor's performance under this Agreement.
- i. Contractor will defend, indemnify, protect and hold harmless Town and its employees, officers, and agents from any and all claims or causes of action, including attorney's fees incurred by Town or its insurers, arising from any negligent or otherwise wrongful act, or omission in the performance of this Contract by Contractor or Contractor's agents or employees.

This agreement is executed as of the date stated in the introductory clause above.

Town

Contractor

Chairperson:

Contractor:

Date:

Title:

Clerk:

Date:
