

Landscape Maintenance Agreement

NAME: St. Boniface Catholic Church
DATE: _____
ADDRESS: Elgin, NE
PHONE: 402-843-2345

1. The purpose of this Agreement is to set forth the terms and conditions under which _____ (hereinafter called "Contractor") will provide landscape maintenance service for **St. Boniface Parish Grounds** (Customer) at the above address.
2. Contractor agrees to perform the following services:
 - Weekly lawn service of St. Boniface Parish Grounds (*In the event of excessive dry spells, mowing may not be needed each week). On weeks there are weddings, mowing must be done before Friday.
 - Contractor will not exceed 24 service calls from April 15 - October 15, 2024 without the expressed permission of the Customer.
 - Service will include:
 - Mowing of grass in the square block of St. Boniface Church, and Sister's Residence at 207 Remington.
 - Trimming around all, each mowing.
 - Making sure walk ways to all buildings are clear of grass clippings.
 - Making sure all gutters are back in place when finished.
 - Picking up and disposing of sticks (they cannot go in dumpster).
 - Chopping the leaves in the fall.
3. Contractor will furnish labor, equipment, and gas necessary to perform the above services.
4. Customer agrees to promptly notify contractor of any dissatisfaction with the maintenance service to ensure that maintenance is performed as agreed. Customer will not make payment if work is not completed to customer's specifications.
5. Customer shall pay to Contractor at the rate of \$_____ per service call for the service herein agreed to be performed. Contractor will bill Customer at the end of the month with an invoice showing dates of service. Contractor shall make payment within 7 days of billing date.
6. Contractor will give Customer his social security number. A 1099 will be issued by the customer, to the contractor, at the end of the calendar year.
7. Customer will not make payment if work is not completed to customer's specifications.
8. The terms of this Agreement shall commence on April 15, 2024 and shall continue for the 2024 growing season.
9. Both parties reserve the right to terminate this agreement by thirty days written notice.

Contractor guarantees that it will perform its service in a workmanlike manner. Should Customer's plantings or infrastructure be damaged by any failure of Contractor to fulfill its obligation under this Agreement, Contractor shall repair or replace such damaged plantings or infrastructure. Contractor shall not be liable for any damage due to Acts of God or Nature. Customer's right to repair and replacement are the exclusive remedies and Contractor shall not be liable for damages, whether ordinary, incidental, or consequential other than as expressly set forth herein.

Contractor's Name

Fr. John M. Norman, St. Boniface Church

Date:

Date: