

Lutz Leaguerettes, Inc. - Lawn and/or Maintenance Contract

This contract is an agreement between _____, hereinafter referred to as the contractor, and Lutz Leaguerettes Softball League, Inc., hereinafter referred to as the client. Contractor and client hereby promise and agree to the following: The contractor agrees to provide the services detailed in the following specifications and attached Technical Addendum. A maintenance worksheet will be supplied to the client each time work is done. The client agrees to pay the charges specified herein.

Part I: Lawn Maintenance Consideration

- A. Mowing,: All field turf areas shall be mowed as needed, and per the schedule listed in “a” and “b” below, so that no more than 1/3 of the leaf blades are removed per mowing. Mowing shall be with the client provided mower. Mower blades will be sharpened at least twice a year by the contractor to provide a quality cut. Mowing height will be according to grass type and variety. Clippings will be left on the lawn.
 - a. In the months of May, June, July, August and September – Twice a month
 - b. In the months of January, February, March, April, October, November, and December – Once a month
- B. Fence Lines: All field fence lines shall be free of trash or litter and treated with grass and weed killer as needed to control growth. Grass and weed killer chemical shall be provided by the contractor.
- C. Pest Control and Fertilizing: The contractor will inspect field areas each visit for indications of pest problems and treat such problems with contractor provided pesticide(s). The fields shall be fertilized by the contractor, at the request of the client, up to twice a year with client provided fertilizer.
- D. Dugouts should be blown out and/or swept monthly to remove dirt and debris

Part II: Park Maintenance Consideration

- A. Commons/Concession Area
 - a. Blow off/sweep sidewalks and covered concession/picnic table area twice monthly
 - b. Wipe tables and flat surfaces in covered concession area twice monthly (May through December)
 - c. Pickup trash and litter from commons areas between fields and around the concession, boardroom and batting cage areas twice monthly
- B. Restrooms (May through December unless otherwise noted)
 - a. Treat with bleach (client provided) and spray out in January, April, August, November
 - b. Clean all toilet/urinal bowls and wipe down all porcelain surfaces twice a month with client provided chemical cleaner(s)
 - c. Clean and wipe down all wash basins and fixtures twice a month with client provided chemical cleaner(s)
 - d. Replace paper products as needed with client provided paper products
 - e. Blow off/sweep all floors twice a month
 - f. Remove trash and replace client provided trash liners twice a month

Part III: Considerations for Optional Services

- A. Additional Field Lawn Maintenance: Should there be a need to provide the services outlined in Part I above for an additional field, contractor will provide such services as requested by the client. Such services will be provided for a mutually agreed upon amount per additional field.

B. Additional Park Maintenance: Should there be a need to provide the services outlined in Part II above for an additional field, contractor will provide such services as requested by the client. Such services will be provided for a mutually agreed upon amount per additional service.

Part IV: Insurance, Licenses, Permits and Liability

- The contractor will carry liability amounts and workmen's compensation coverage required by law on his/her operators and employees and requires same of any sub-contractors and provides proof of same to the client upon request. The contractor is also responsible for obtaining any licenses and/or permits required by requirement, law or regulation for activities on client's property.

Contracts are normally for maintenance of property at an identified location and specifically described:

Lutz Leaguerettes Softball Fields – Oscar Cooler Sports Complex • Lutz Lake Fern Road

Term of the Contract: This contract is valid for one (1) year, beginning on April 1st of 2010. The client and/or the contractor may cancel this contract by providing a thirty (30)-day notice, in writing, to the other party.

Services outlined will be provided for the amount in the bid submitted by the contractor per month and paid quarterly. The contractor's bid will be added as "Addendum I" to this agreement. The contractor must invoice according to the schedule below to assure payment:

March 31 – June 30 – September 30 – December 31

Should any payment be made 15 days after receipt of the invoice, the contractor shall receive \$10.00 per day, up to a maximum of \$50.00 for late payment. Any additional or optional services must be invoiced separately.

Contract Renewal: The contract shall be automatically renewed on April 1st of each year for a total of 4 years – ending on March 31st of 2014.

I HAVE READ FULLY THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM. In witness whereof, the parties to this contract have signed and executed it as indicated.

Client: Lutz Leaguerettes Softball League, Inc.

Contractor:

Signature _____

Signature _____

Print Name _____

Print Name _____

Date _____

Date _____