



Rent-A-Ruminant Texas

Independently Owned & Operated by Green Grazers, LLC

15201 County Road 129

Brownwood, Texas, 76801

(469) 863-3476

www.rentaruminant.com

kc@rentaruminant.com

Services Agreement

THIS AGREEMENT is made and entered into as of this 29th day of June, 2021 ("Effective Date"), between Texas Goat Green Grazers LLC, d.b.a. Rent-A-Ruminant, of Brownwood, Texas ("Contractor") and City of Breckenridge ("Client") of Breckenridge, Texas.

PROVISIONS

Contractor, principally engaged in the business of providing natural vegetation and weed control services utilizing goat herds, desires to work with Client to provide services as set forth below. In support of their mutual desire to contract, both parties hereby agree to the following Provisions of this Agreement:

1. Services. Contractor shall provide Client requested services as set forth in the attached services description, dated June 28, 2021, incorporated herein and attached hereto as Exhibit A.
2. Additional Services or Changes Requested. Any changes to the attached services description or additional services requested by Client shall be approved in writing by both parties, and are subject to additional fees and expenses incurred at the rates and terms as set forth below.
3. Term and Termination. The Agreement term shall commence on a date mutually agreed to by both parties and continue until completed or terminated as set forth below.
 - 3.1. Termination. Either party may terminate this Agreement for any reason upon prior written notice.
 - 3.2. Payment for Services Provided. In the event that either party terminates this Agreement, Contractor shall be entitled to full payment of work provided prior to termination.

4. Fees, Payment, and Expenses. Client shall pay Contractor for the services to be rendered pursuant to this Agreement (and any attachments) on the following basis:
 - 4.1. Fees. Contractor shall be paid \$17,652.00.
 - 4.2. Payment. Contractor shall be paid upon the completion of the project. All fees shall be paid in full without deduction of any kind for claims, costs, expenses or taxes.
 - 4.3. Collection. In the event that Contractor has to initiate collection of fees and expenses pursuant to this Agreement, Client agrees to pay Contractor's attorney's fees and costs incurred in addition to a 1.5% per month interest on any past due balance. Contractor reserves the right to exercise all remedies available under the law.
5. Best Efforts. Contractor agrees to give its best efforts in rendering such services as may be requested by Client. It is understood by the Client that circumstances may arise that delay the job. Foul weather, sick or injured goats, sick or injured herder, or a previous job that takes longer than estimated are examples of what may cause a delay. It is also understood that because of the nature of this service that depends on animals to complete it, that the estimate of time may not be exact. A job may take longer or shorter than anticipated by Rent-A-Ruminant. If there is any delay, the Contractor will promptly notify the Client. Delay in the job does not automatically give the Client the right to cancel the job; the Contractor and Client will agree upon a new timeline/ schedule for job completion.
6. Independent Contractor. In the performance of all services referred to in this Agreement, the parties understand and agree that the Contractor shall be and at all times shall act and perform as an independent contractor engaged in providing services. Contractor shall at all times be responsible for its own taxes, insurance, liability, government reporting, employees and agents, except as otherwise provided for in this Agreement.
7. Liability. Client specifically agrees that she/he shall hold harmless Contractor and/or any agent, employee, independent contractor, and/or it's insurers, and defend and indemnify Contractor and/or any agent, employee, independent contractor, and/or it's insurers, and further that she will not assert any claim against Contractor and/or any agent, employee, independent contractor, and/or it's insurers, for any damages, losses, or liabilities which arise out of or are connected with the performance of Contractor's services under this Agreement.

8. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
9. Governing Law, Venue and Jurisdiction. The construction, interpretation, application and performance of this Agreement and of all transactions based upon it shall be governed by the laws of the State of Texas.
10. Notices. All legal notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by registered or certified mail to the addresses hereinafter described or at such other addresses as may be designated in writing by notice given by registered or certified mail to the other party. The date of the giving of such notices, requests, demands, and other communications shall be deemed to be the date of delivery.
11. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived only with the written consent of all parties. Any amendment or waiver effected in accordance with this subsection shall be binding upon any successor or assignor of either party.
12. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Rent-A-Ruminant Texas

Carolyn Marvel, Owner

Sign: Carolyn Marvel Date: 06/29/2021

City of Breckenridge
105 North Rose Avenue
Breckenridge, TX 76424

Print: _____ Title: _____

Sign: _____ Date: _____

EXHIBIT A

SCOPE OF WORK

Rent-A-Ruminant will utilize approximately 150 goats to graze down the overgrown vegetation at these locations. (See maps below) Services to be performed as needed business.

Rent-A-Ruminant is a sole source provider.

SCHEDULE:

Area 1 of 5.884 acres, will take approximately 15 - 24 days to complete. (see map below)

Rent-A-Ruminant Responsibilities:

- ❖ Will provide a goat herder to stay onsite with the goats from setup through completion of work
- ❖ Will use portable electrified fencing to contain the goats for concentrated grazing and safety of the goats
- ❖ Will post “Do Not Feed Animals” and “Caution: Electrified Fencing” signs along the perimeter of the area being worked
- ❖ Will transport all animals to and from the site
- ❖ Will provide certificate of insurance and W-9 form as needed

City of Breckenridge’s Responsibilities:

- ❖ Will provide a source of clean water to be obtained by Rent-A-Ruminant.
- ❖ To inform Rent-A-Ruminant of a place to stage equipment such as livestock trailer and goat wrangler’s travel trailer.
- ❖ To inform the public of Rent-A-Ruminant’s upcoming work schedule.

