



Landscape Service Agreement

This Service Contract (“Agreement”) made 1/1/2024, is by and between: **NW MAINTENANCE PROS LLC & City of cosmopolis.**

Contractor: **NW MAINTENANCE PROS LLC** with a mailing address of 34410 42nd Ave E Eatonville WA 98328

Client: **City of Cosmopolis** with a mailing address of 1300 1st ST, Cosmopolis WA 98537

City of Cosmopolis agrees to pay **NW MAINTENANCE PROS LLC** the following compensation: **\$2,300.00 monthly + TAX** for the following services: **Cemetery & 1st, 2nd Ave maintenance.**

Scope of work

- All shrubs/planter beds on both sides of first street from “J ST” to “C ST”
- Whole block of city Hall
- 5 planter beds located on second Ave from side connecting streets “E ST” to “J ST.”
- City Park area between F ST & E ST adjacent to Brass Hub coffee bar
- Maintain shrubs/beds located on side streets F, E, & D
- Maintain city cemetery as needed for holiday events.

Terms & Agreements

NW MAINTENANCE PROS LLC shall provide, while performing Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and best industry practices.

If any of the Services performed by the contractor breach Agreement are defective or incomplete, the Client shall have the right to notify the contractor, at which time the contractor shall promptly correct such work within a reasonable time.

Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, keys, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

Confidentiality. Service Provider & client acknowledges and agrees that all financial and accounting records, including amounts paid, therefore, and any other data and information related to the Client’s or contractors’ business is confidential (“Confidential Information”). Therefore, except for disclosures required to be made to advance the business of the Client & contractor and information which is a matter of public record, Service Provider and client shall not, during the term of this Agreement or after its termination, disclose any Confidential



Information for the benefit of the Service Provider, client or any other person, except with the prior written consent of the Client or contractor.

Taxes. Contractor shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed (“Work Site”). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present of drugs or alcohol the contractor is to be notified and representing worker to be asked to leave client property.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

Client’s Signature _____ Date _____

Contractors Signature _____ Date _____

SITE MAPS



