

INSTALLATION AGREEMENT

THIS AGREEMENT for the installation of a cricket field at Palmer Park Field No. 7 (herein "the Field") is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Amit Kalra.

WITNESS TO:

WHEREAS, Amit Kalra is a trained engineer and is an enthusiast of Cricket; and

WHEREAS, Amit Kalra has requested that the City allocate a portion of the Palmer Park for him and his associates to install a cricket field; and

WHEREAS, Mr. Kalra requests no compensation for him or his associates' time in designing and installing the cricket field; and

WHEREAS, Kory Alfred, Recreations Director, has discussed the location and plans for the Field with Mr. Karla and Mr. Alred is satisfied the proposed installation plan for the Field is a professionally designed plan; and

WHEREAS, the best interests of the City and its residents will be served by allowing the installation of the Field; and

WHEREAS, the City reserves the right to remove the installation at any time with thirty (30) days' notice to Mr. Kalra that the City seeks to have the Field removed.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Mr. Kalra will provide the following services to City with no expectation of reimbursement for time or materials: installation of synthetic turf of approximately 6 ft x 80 patch, clear/compact and lay down 1-2 inches of concrete to level the allocated Field, install wickets and make appropriate markings for a cricket field.
- B. The City agrees to remove two trees on the designated Field; provide a net to be placed along Palmer Road with an estimated width of 120 feet; fill various holes with sand; and keep the Field mowed on the same schedule as nearby fields.
- C. Mr. Kalra shall furnish all supplies, materials, machinery, equipment, and means,

except as otherwise expressly specified herein, necessary or proper to carry out the installation of the Field.

- D. Mr. Kalra and his associates shall be responsible for all clean up, removal of excess materials, removal of tools, and/or any trash created during the installation process each day that Mr. Kalra and his associates endeavor to install the Field.

SECTION 2: CITY INSPECTION

- A. The City's allocation of Palmer Park Field No. 7 for a cricket field is entirely contingent on Mr. Kalra completing the Field within those specifications and installation plans approved by the Director of Recreation. Should Mr. Kalra alter, amend and/or change his plans for the installation of the Field, the City reserves the right to withdraw its allocation of Palmer Park Field No. 7 for any such change to the installation plans.
- B. The City shall have the right to periodically inspect the installation and confer with Mr. Kalra on any issues that the City deems as being a safety and/or aesthetic issue with the Field. The City shall make its best efforts to communicate any needs to cure such safety and/or aesthetic issues; however, Mr. Kalra agrees that the City has final approval on whether the installation is an acceptable installation for Palmer Park Field No. 7.

SECTION 3: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect.

SECTION 4: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Mr. Kalra shall remove the turf and recover any and all items purchased and installed by Mr. Kalra that have been affixed to the Field. The City shall retain control over any items affixed to the Field by the City and/or other items purchased or allocated by the City for the Field. Both parties shall remove such items and/or fixtures within the thirty (30) days' notice period.

SECTION 5: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that Mr. Kalra and his associates are not nor shall be deemed to be employees of the City.

SECTION 6: INDEMNIFICATION

Mr. Kalra agrees to indemnify the City and hold the City harmless from any and all claims, either currently know to the parties or unknown to the parties, that may arise from the installation of the Field.

SECTION 7: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

SECTION 8: ASSIGNMENT

Neither Mr. Kalra nor the City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Mr. Kalra and the City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director
City of Madison Engineering Department
100 Hughes Road
Madison, Alabama 35758*

*With a copy to:
City Attorney
City of Madison Legal Department
100 Hughes Road
Madison, AL 35758*

All notices to Mr. Amit Kalra shall be addressed to:

*Amit Kalra
103 Legend Mill Cir
Madison, AL, 35758*

SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this

Agreement shall prevail.

- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Mr. Kalra agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

§

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public

Amit Kalra

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA)

)

COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____ signed the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public