

**T&S Lawn Service
131 W Tyler
Mangum, OK 73554
(580) 782-3576**

Contract between T&S Lawn Service and The City of Mangum

This contract is entered into between The City of Mangum, hereafter referred to as The City of Mangum, and T&S Lawn Service, also known as Contractor.

CONTRACT PERIOD

This contract will begin on May 24, 2021 and terminate on June 30, 2022

PURPOSE OF CONTRACT:

The purpose of this contract is to provide grounds maintenance and landscaping services for The City of Mangum. This includes but is not limited to spraying, fertilizing, lawn mowing, edging, weed eating, blowing sidewalks off. Services that are on call as needed bases will require additional bids. Bids will be provided for major tree work and/or removal and for new landscaping if warranted.

COMPENSATION:

In consideration for this portion of the contract, The City of Mangum agrees to pay a fee for these services on a monthly billing invoice.

INVOICING:

A properly completed invoice must be submitted by or on the last day of the month in which services were delivered. The annual lawn fee is \$1690.00 to be paid in the monthly amount of 140.83 The invoice must include the following items:

1. Name and address of the contractor
2. Invoice date
3. Summary of the services provided

LIABILITY:

To the extent provided by law, the Contractor agrees to hold harmless The City of Mangum for any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of the contract.

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It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint several liability.

CONTRACTOR'S RELATION TO THE CITY OF MANGUM

The Contractor is in all respects an independent contractor and is neither an agent nor an employee of The City of Mangum. Neither the contractor nor any of its officers, employees, agents, or members shall have authority to bind The City of Mangum nor are they entitled to any of the benefits or worker's compensation provided by The City of Mangum.

CANCELLATION CLAUSE:

This contract shall be in force until the expiration date, or until 30 days after a written notice has been given by either party of its desire to cancel.

SAFETY PRECAUTIONS:

Precaution shall be exercised by the Contractor at all times for the protection of persons, including employees, other contractors, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

 5-24-21

Terry or Shawn Whetstone

Date

Owner

The City of Mangum

T&S Lawn Service

Mary Jane Scott

580/782/3576

Mayor

580/471/5754