

**Town Supervisor**  
Rodrique Lauzon  
518-483-3772

**Highway Superintendent**  
Kevin Nichols

**Tax Collector**  
Heather R. Peryea

**Tax Assessor**  
Roseanne Gallagher

**TOWN OF WESTVILLE**  
**936 COUNTY ROUTE 19**  
**CONSTABLE, NEW YORK 12926**  
Telephone: (518) 358-0026

**Town Councilmen**  
Dean Fleury  
Brenda St. Hilaire  
Mike Armstrong  
Robert Reynolds

**Town Clerk**  
Ann Brady  
518-358-0026

**Town Justice**  
Scott Brady

**Code Officer**  
Robert Crossman

**Dog Control Officer**  
Kimberly Barcomb

***CONTRACT FOR MOWING***

This agreement is made and entered into between:

**Full Legal Names: THE TOWN OF WESTVILLE** (Hereinafter referred to as "the Client")

AND

**Full Legal Names: JAMIE J. GRATTON'S LAWN CARE** (Hereinafter referred to as "the Contractor")

The Client hereby engages the Contractor to perform lawn care services according to the scope of the work detailed and priced on the **Lawn Care Schedule** which is attached hereto and forms part of this Lawn Care Contract.

1. Any additional work required by the Client or proposed by the Contractor which is not specified on the Lawn Care Schedule shall be quoted for separately and when completed added to the invoice.

**2. Obligations of the Contractor**

2.1. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertake to properly maintain all equipment so that work is performed timely and to a professional standard.

2.2. The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.

2.3. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, failing which the cost of all missed services shall be deducted from the invoice.

### **3. Obligations of the Client**

3.1. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 8am to 5pm.

3.2. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.

### **4. Liability**

4.1. The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.

4.2. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.

4.3. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a third party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.

4.4. The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.

4.5. The Contractor shall be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides or fertilizers. Liability shall be limited to the replacement of the plant(s) by the Contractor.

### **5. Whole Agreement**

This Lawn Care Contract and Lawn Care Schedule attached constitute the sole and entire Agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Lawn Care Schedule provided such termination or amendment is made in writing and submitted to the other party 14 days prior to taking effect.

### **6. Assignment**

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Contract without the prior written consent of the other party.

## 7. Governing Law

This Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the State of New York and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

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CONTRACTOR

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TOWN SUPERVISOR

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TOWN COUNCILPERSON

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TOWN COUNCILPERSON

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TOWN COUNCILPERSON

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TOWN COUNCILPERSON