

MAPLEWOOD CEMETERY

MOWING & MAINTENANCE AGREEMENT

Effective Date: _____, 20

Parties:

- **Owner:** City of Pulaski, Tennessee
 - **Maintenance Company:** _____
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A. Scope of Services

The Maintenance Company shall provide routine mowing and grounds maintenance services for Maplewood Cemetery, including but not limited to mowing, trimming around monuments and markers, walkways, ditches, and mausoleums, and general grounds upkeep during the growing season.

Services should be performed weather permitting and as conditions reasonably allow, with the goal of maintaining an orderly and respectful appearance of the Cemetery.

B. Frequency of Services

Routine mowing and trimming shall occur every seven to twelve (7-12) days during the active growing season (typically April through October), or at minimum twice monthly during peak growing periods, subject to weather conditions, soil conditions, equipment availability, and other factors beyond the reasonable control of the Maintenance Company.

No default or breach shall be deemed to occur due to delays caused by inclement weather, excessive rainfall, drought, natural disasters, or other force majeure events.

C. Additional Grounds Maintenance

The Maintenance Company shall perform minor trimming of low-hanging branches, removal of fallen limbs, and general clean-up directly related to routine grounds maintenance.

Removal of large trees, storm damage, major debris, erosion repair, capital improvements, or extraordinary cleanup shall be excluded from this Agreement and may be performed only upon written authorization from the Owner and at an agreed additional cost.

D. Scope Clarification

Services provided under this Agreement constitute routine contract-term maintenance only and shall not be interpreted as a guarantee of permanent conditions or unlimited services beyond the scope defined herein.

E. Staffing and Performance

The Maintenance Company shall maintain sufficient personnel and equipment to perform services in a commercially reasonable manner consistent with industry standards. The Maintenance Company shall not be responsible for performance delays caused by labor shortages, supply disruptions, or conditions outside its control.

The Maintenance Company shall exercise reasonable care to avoid damage to monuments, markers, structures, and landscaping while performing services. Any damage caused by the Maintenance Company's negligence shall be promptly reported to the Owner and repaired or compensated at the Maintenance Company's expense.

F. Owner Notifications

The Maintenance Company shall notify the Owner in writing within five (5) business days of observing capital repair needs relating to roadways, walkways, entrance ways, or Owner-owned structures. The Maintenance Company shall have no responsibility for performing or funding such capital repairs unless separately contracted in writing.

G. Insurance Requirements

The Maintenance Company shall maintain:

- Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- Workers' Compensation Insurance in accordance with Tennessee statutory requirements.

- Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit.

The City of Pulaski, Tennessee shall be named as an additional insured on the Commercial General Liability policy with respect to claims arising directly from the negligent acts or omissions of the Maintenance Company.

Certificates of Insurance shall be provided to the Owner prior to commencement of services and upon renewal of policies.

H. Indemnification (Mutual and Limited)

The Maintenance Company agrees to indemnify, defend, and hold harmless the Owner only to the extent of claims, damages, or losses arising from the negligent acts or willful misconduct of the Maintenance Company or its employees while performing services under this Agreement.

The Maintenance Company shall not be required to indemnify the Owner for:

- The Owner's own negligence or willful misconduct
- Conditions existing prior to the start of this Agreement
- Acts or omissions of third parties unrelated to the Maintenance Company's work
- Claims unrelated to the Maintenance Company's scope of work

Each party shall be responsible for its own acts, omissions, and negligence.

I. Term and Renewal

This Agreement shall be for a term of five (5) years, commencing on the effective date stated above. The Agreement may be renewed for one additional five (5) year term upon mutual written agreement of both parties executed at least sixty (60) days prior to expiration.

J. Compensation

Annual Contract Amount: \$ _____

The Maintenance Company shall be paid monthly an amount equal to one-twelfth (1/12) of the annual contract amount stated above.

Invoices shall be submitted monthly to:

City of Pulaski, Tennessee

Attn: _____

Address: _____

Payment shall be due within thirty (30) days of invoice date. If payment is not received within fifteen (15) days after the due date, the Maintenance Company may, upon written notice, suspend services until payment is brought current. Interest in late payments shall accrue at the rate of one and one-half percent (1.5%) per month.

K. Price Adjustments

The annual contract amount may be adjusted upon renewal or on each anniversary date of this Agreement by mutual written agreement to reflect documented changes in labor costs, fuel prices, insurance premiums, or other operating expenses. Any adjustment shall not exceed the percentage increase in the Consumer Price Index (CPI-U) for the previous twelve (12) months.

L. Termination

Either party may terminate this Agreement:

1. **For Cause:** Upon thirty (30) days written notice if the other party materially breaches this Agreement and fails to cure such breach within the notice period.
2. **For Convenience:** After the first year, either party may terminate this Agreement without cause upon ninety (90) days written notice.
3. **Immediate Termination:** The Owner may terminate immediately if the Maintenance Company fails to maintain required insurance coverage.

Upon termination, the Maintenance Company shall be compensated for all services satisfactorily performed through the termination date.

M. Default and Remedies

A party shall be in default under this Agreement if it:

1. Fails to perform any material obligation under this Agreement
2. Fails to maintain required insurance (Maintenance Company only)
3. Becomes insolvent or files for bankruptcy protection

The non-defaulting party shall provide written notice specifying the default. The defaulting party shall have fifteen (15) days to cure, except for payment defaults which must be cured within five (5) days.

N. Dispute Resolution

In the event of any dispute arising under this Agreement, the parties agree to first attempt resolution through good faith negotiation. If negotiation fails within thirty (30) days, the parties may pursue mediation before a mutually agreed mediator. Either party may pursue legal remedies if mediation is unsuccessful or declined by either party.

O. Notice Requirements

All notices required under this Agreement shall be in writing and delivered by:

- Hand delivery
- Certified mail, return receipt requested
- Email with confirmation of receipt

To Owner:

City of Pulaski, Tennessee

Address: _____

Email: _____

To Maintenance Company:

Name: _____

Address: _____

Email: _____

P. Independent Contractor

The Maintenance Company is an independent contractor and not an employee or agent of the Owner. The Maintenance Company shall be solely responsible for all taxes, withholdings, and employee benefits for its personnel.

Q. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements. This Agreement may be amended only by written instrument signed by both parties.

R. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Venue for any legal action shall be in Giles County, Tennessee.

S. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

SIGNATURES

CITY OF PULASKI, TENNESSEE

By: _____
Name: _____
Title: _____
Date: _____

MAINTENANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____