

## **GRASS MOWING SERVICE AGREEMENT**

This GRASS MOWING SERVICE AGREEMENT is made and entered into as of **08/1/2021-07/31/2024** by and between CLAREMORE SOCCER CLUB, A NOT FOR PROFIT CORPORATION, as owner ("CLSC") and \_\_\_\_\_ as servicer.

WHEREAS, CLSC is lessee of an approximately thirty-four (34) acre tract of land situated in the SW/4 of the NW/4 of Section 3, Township 21 North, Range 16 East, Rogers County, Oklahoma, owned by the City of Claremore, Oklahoma, upon which it has built and operates various soccer facilities, and which is sodded with Bermuda grass; and,

WHEREAS, in order for said tract to be useful for CLSC's purpose, it is necessary to keep said grass mowed to a certain height at all times during the soccer season(s) for youth/adult soccer teams and clubs; and,

WHEREAS, \_\_\_\_\_, is in the business of commercial mowing of grass and has adequate and sufficient equipment to mow CLSC's tract of land; and,

WHEREAS, the Parties have agreed to enter into this Contract to provide and receive grass mowing services.

NOW, THEREFORE, for and in consideration of the sum of \_\_\_\_\_ to be paid by CLSC to \_\_\_\_\_, the parties agree as follows:

1. CLSC will pay to \_\_\_\_\_, the sum of \_\_\_\_\_ in 36 equal installments of \$\_\_\_\_\_.
2. \_\_\_\_\_ agrees to provide soccer field maintenance services to CLSC for 3 years from the date of this Agreement as follows:
  - a. Weather permitting, mow the entire soccer complex on a weekly basis grass growing season. The mowing height shall be as directed by CLSC.
  - b. Trim all fence lines, goal boxes and around any vertical structures, such as poles and grandstands on an as needed basis.
  - c. Pick up all trash on the premises on a weekly basis and deposit the same in trash containers supplied by CLSC.
  - d. Edge and trim all sidewalks and parking lot perimeters on an as needed basis.
  - e. This bid will also include painting the yellow metal posts/guardrails around parking areas one (3) time during the 36-month contract with CLSC providing the paint and tools and \_\_\_\_\_ providing the labor.
  - f. Do all its work under this contract in a safe and workmanlike manner.
  - g. If the mower pulls out any Whisker(s) from any field(s) \_\_\_\_\_ must replace Whisker(s) that day.
  - h. Paint game fields after every mowing session as directed by CLSC in the spring season through summer, and approximately every two mowing sessions in the fall season through winter. CLSC will provide the paint.
  - i. Ensure all goals are anchored with CLSC provided anchors, according to CLSC instructions.
3. \_\_\_\_\_ shall own or lease mowing and trimming equipment of sufficient size and capacity to accomplish the above listed tasks, and shall maintain said equipment in a workable and safe condition.
4. \_\_\_\_\_ shall not mow nor operate power machinery within 150 yards of any soccer game or practice, participant, or spectator.

5. \_\_\_\_\_ shall supply, at its expense, all labor, equipment and all material to be used on the premises such as; fuel for the mower and trimmers, oil, grease, trimmer line, cutting equipment and the like.

6. In the event that all items in section 2 are not completed in entirety, and facility is in need of mowing or other items completed, \_\_\_\_\_ will forfeit ten percent (10%) of contract price on each occurrence.

7. \_\_\_\_\_ shall maintain liability insurance policies with insurance companies authorized to do business with the State of Oklahoma, in an amount of not less than One Million Dollars (\$1,000,000.00) and shall cause CLSC to be names an additional insured under said policy. A copy of said policy shall be delivered to CLSC upon request.

8. \_\_\_\_\_ shall determine its own work schedule and duration of work. It is an independent contractor and in no manner shall CLSC and \_\_\_\_\_ be considered as co-partners or joint ventures.

9. This Contract shall expire three years from the date hereof.

10. Either Party can terminate this agreement due to insufficient performance with 30 days written notice of their intent to terminate.

SIGNED AND DATED AS OF \_\_\_\_\_  
CLAREMORE SOCCER CLUB A NOT FOR PROFIT CORPORATION

President: \_\_\_\_\_

Treasure: \_\_\_\_\_

Provider: \_\_\_\_\_