

GRASS MOWING SERVICE AGREEMENT

This GRASS MOWING SERVICE AGREEMENT is made and entered into as of **08/1/2024-07/31/2027** by and between CLAREMORE SOCCER CLUB, A NOT FOR PROFIT CORPORATION, as owner ("CLSC") and _____ as servicer.

WHEREAS, CLSC is the 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, for said tract to be useful for CLSC's purpose, it is necessary to keep said grass always mowed to a certain height 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 equipment to mow CLSC's tract of land; and,

WHEREAS, the Parties have agreed to enter 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. Servicer 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 weekly during 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 weekly and deposit the same in trash containers supplied by CLSC.
 - d. Edge and trim all sidewalks and parking lot perimeters as needed.
 - 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 the Servicer providing the labor.
 - f. Do all its work under this contract in a safe and workmanlike manner.
 - g. If the mower pulls out any Field marker(s) from any field(s) Servicer must replace the field marker(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 and paint machine.
 - i. Ensure all goals are anchored with CLSC-provided anchors, according to CLSC instructions.
 - j. Ensure all game fields are mowed before field prep sessions in spring and fall. As directed by CLSC with two-week notice.
3. Servicer 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. Servicer shall not mow nor operate power machinery within 150 yards of any soccer game or practice, participant, or spectator.
5. Servicer 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. If a mowing session is missed, and the facility requires mowing, or any item a. through j. within section 2 is not fulfilled the servicer will forfeit ten percent (10%) of the contract price on each occurrence.
7. Servicer 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 named as an additional insured under said policy. A copy of said policy shall be delivered to CLSC upon request.
8. _____ shall determine its work schedule and duration of work. It is an independent contractor and in no manner shall CLSC and _____ be considered 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: _____

1st Vice President: _____

Servicer: _____