



# Landscape Maintenance Agreement

Property Name: Yorktown Sports Park Date: 01/16/2024

Property Address: 200 S. County Road 600 West, Yorktown, IN 47396

Client/Owner Representative: Chase Bruton Tel: 7652171093

Company: Town of Yorktown

Company Address: 9312 W Smith St, Yorktown, IN 47396

Proposed by: Cheryl Crabtree

## LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made on January 16, 2024, by and between **Town of Yorktown**, whose principal place of business is located at **P.O. Box 518, , Yorktown, IN 47396** ("Client") and **Jay-Crew Landscape, Inc.**, whose principal place of business is located at **2901 S. Gharkey, Muncie, IN 47302** ("Jay-Crew").

Client, as owner of the property known as **Yorktown Sports Park**, 200 S. County Road 600 West, Yorktown, IN 47396 the ("Property") desires to have landscape and grounds maintenance services performed by Jay-Crew.

**TERM OF AGREEMENT:** The term of this Agreement shall commence on March 01, 2024 and shall continue until December 31, 2024 unless sooner terminated by either party with 60 days written notice. Proposal pricing expires 90 days after date submitted.

### MUNCIE

2901 S. Gharkey St.  
Muncie, IN 47302

### INDY WEST

7787 W. Morris St.  
Indianapolis, IN 46231

### INDY EAST

2702 N. Shadeland Ave.  
Indianapolis, IN 46219



## PRICING SUMMARY

| Services                           | Occurs | Price<br>Each | Ext.<br>Price     | Sales<br>Tax  | Total<br>Price    |
|------------------------------------|--------|---------------|-------------------|---------------|-------------------|
| <b>Irrigation Services</b>         |        |               |                   |               |                   |
| Irrigation System Start Up         | 1      | \$832.00      | \$832.00          | \$0.00        | \$832.00          |
| Backflow Testing                   | 1      | \$119.00      | \$119.00          | \$0.00        | \$119.00          |
| Irrigation System Check/Inspection | 2      | \$468.00      | \$936.00          | \$0.00        | \$936.00          |
| Irrigation System Winterization    | 1      | \$884.00      | \$884.00          | \$0.00        | \$884.00          |
|                                    |        |               | <b>\$2,771.00</b> | <b>\$0.00</b> | <b>\$2,771.00</b> |

\*Occurrences for mowing, bed maintenance, and watering are the minimum estimated number of occurrences.  
Each visit above this number will be billed out at the per occurrence price listed above.



## PAYMENT SCHEDULE

| Schedule   | Price    | Sales Tax | Total Price |
|------------|----------|-----------|-------------|
| March      | \$346.37 | \$0.00    | \$346.37    |
| April      | \$346.37 | \$0.00    | \$346.37    |
| May        | \$346.37 | \$0.00    | \$346.37    |
| June       | \$346.37 | \$0.00    | \$346.37    |
| July       | \$346.37 | \$0.00    | \$346.37    |
| August     | \$346.37 | \$0.00    | \$346.37    |
| September  | \$346.37 | \$0.00    | \$346.37    |
| October    | \$346.37 | \$0.00    | \$346.37    |
| <hr/>      |          |           |             |
| \$2,770.96 |          | \$0.00    | \$2,770.96  |

## SERVICE DESCRIPTIONS

### Irrigation System Start Up

Includes turning on water to the system, checking the main line and all zone lines for any leaks, general inspection to all sprinkler heads, and programming the controller. As a general rule, Jay-Crew will perform necessary repairs under \$300 without calling for approval.

### Backflow Testing

Includes testing Backflow Prevention Device to ensure that safety check valves are working properly. Once tested, we will submit the proper paper work to your water purveyor and place inspection tag on the backflow device.

### Irrigation System Check/Inspection

Includes visiting the property during the summer months to check for proper operation of the irrigation system. Heads will be inspected for functionality, checking for any leaks, and adjusting the controller as needed to compensate for the current weather conditions. Does not include any repairs to the irrigation system. As a general rule, Jay-Crew will perform necessary repairs under \$300 without calling for approval.


### Irrigation System Winterization

We will turn off the system, use compressed air to blow water out from the main line and all zone lines, visually inspecting entire system including backflow preventer for any needed repairs, winterize the backflow preventer, and unplugging the controller. As a general rule, Jay-Crew will perform necessary repairs under \$300 without calling for approval.



- **TERMINATION:** In the event either Party defaults on any of its material obligations, representations, or warranties under this Agreement, the non-defaulting party shall notify the defaulting party, in writing, specifying in sufficient detail the nature and extent of such default, with supporting documentation, and unless, within thirty (30) days after such written notice, the defaulting party remedies the default, the non-defaulting party may terminate this Agreement. This Agreement will immediately terminate if: 1) either Party files for bankruptcy or is found Bankrupt; 2) either Party becomes insolvent or makes an assignment for the benefit of its creditors; or 3) if either party discontinues business. Upon such termination the terms and obligations of this Agreement will terminate and become null and void except for the obligations to pay monies due and owing under this Agreement.
- **TERMS OF PAYMENT:** Jay-Crew's invoices are due and payable thirty (30) days from the invoice date. All open invoices thirty (30) days past due will be subject to a service charge of one and one half percent (1 1/2%) per month of the amount due. After 60 days, services may be suspended until all balances are made current.
- **ATTORNEY'S FEES:** Client agrees to pay to Jay-Crew all collection costs, including reasonable attorneys' fees and expenses, incurred by Jay-Crew in collecting any overdue balance. Failure of Jay-Crew at any time to exercise its rights here under shall not be construed as a waiver of such rights or as a bar to the later exercise thereof.
- **ASSIGNABILITY:** This Agreement shall not be assigned by either party without prior written consent of the other party.
- **LIMITATION OF LIABILITY:** The parties to this Agreement hereby agree and understand that Jay-Crew's liability shall be limited to actual costs incurred to correct or replace any defective or non-conforming service. Furthermore, Jay-Crew will not be liable for loss or damage of plant material caused by persons not employed by Jay-Crew or extreme acts of nature.
- **INDEMNIFICATION BY JAY-CREW:** Jay-Crew shall defend, indemnify and save Client, its respective successors, partners, subsidiaries and affiliates and their officers, directors, agents, employees, heirs, personal representatives or assigns (the "Indemnities") harmless from and against any actions, claims, losses, damages, demands liabilities or expenses (including, without limitation, all court costs and reasonable attorneys' fees on account thereof) arising from or related to the work described herein, including, but not limited to, those claims directly or indirectly causes or contributed to in part by any act or omission of Jay-Crew, its agents, employees, subcontractors, material men, or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of the work described herein. Provided, however, that the foregoing shall not apply to the extent of claims caused by the gross negligence or willful misconduct of the party indemnified.
- **INDEMNIFICATION BY CLIENT:** Client shall defend, indemnify and save Jay-Crew, its respective successors, partners, subsidiaries and affiliates and their officers, directors, agents, employees, heirs, personal representatives or assigns (the "Indemnities") harmless from and against any actions, claims, losses, damages, demands liabilities or expenses (including, without limitation, all court costs and reasonable attorneys' fees on account thereof) arising from Client's negligence, gross negligence, and intentional misconduct, including, but not limited to, those claims directly or indirectly causes or contributed to in part by any act or omission of Client, its agents, employees, subcontractors, material men, or anyone acting under its direction or control or on its behalf. Provided, however, that the foregoing shall not apply to the extent of claims caused by the gross negligence or willful misconduct of the party indemnified.
- **PARTIAL INVALIDITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- **APPLICABLE LAW:** This Agreement will be governed by and construed in accordance with the laws of the state of Indiana.
- **ENTIRE AGREEMENT:** This Agreement, including any addendums, supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Jay-Crew for the Client and contains all covenants and agreements between parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, agreements, or undertakings, written or oral, have been made by either party nor relied on by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

By: \_\_\_\_\_  
 (Signature)  
 Title: \_\_\_\_\_  
 Name (Printed): \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Town of Yorktown

By:  \_\_\_\_\_  
 (Signature) Account Manager  
 Name (Printed): Cheryl Crabtree  
 Date: 1/16/2024  
 Jay-Crew

*\*A 3% fee will be added to all credit card payments to offset the processing fee Jay-Crew is charged by the credit card companies.*

