



MAINTENANCE AGREEMENT

Fixed Pricing

Property Name: Yorktown Sports Park **Date:** February 10, 2023
Property Address: 200 S. County Road 600 West, Yorktown, IN 47396
Client/Owner Representative: Chase Bruton **Tel:** _____
Company: Town of Yorktown
Address/Location: 9312 W Smith St, Yorktown, IN 47396

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made on February 10, 2023, 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 18, 2023 and shall continue until December 31, 2023 unless sooner terminated by either party with 60 days written notice.

Irrigation System Start Up

Includes turning on water to the system, checking the main line and all zone lines for any leaks, visually inspecting and adjusting all sprinkler heads, and programming the control clock. Does not include any repairs to the irrigation system.

Backflow Testing

Includes testing Backflow Prevention Device to insure 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 devise.

Irrigation System Check/Inspection

Includes visiting the property during the summer months to check for proper operation of the irrigation system. Includes checking all sprinkler heads for proper rotation, checking for any leaks, and adjusting the control clock as needed to compensate for the current weather conditions. Does not include any repairs to the irrigation system.

Irrigation System Winterization

Includes turning off water to the system, using 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 control clock. Does not include any repairs to the irrigation system.

AGREEMENT SUMMARY


| Services | Occurs | Price Each | Ext. Price | Sales Tax | Total Price |
|------------------------------------|---------------|-----------------------|-----------------------|----------------------|------------------------|
| Irrigation System Start Up | 1 | \$800.00 | \$800.00 | \$0.00 | \$800.00 |
| Backflow Testing | 1 | \$115.00 | \$115.00 | \$0.00 | \$115.00 |
| Irrigation System Check/Inspection | 2 | \$450.00 | \$900.00 | \$0.00 | \$900.00 |
| Irrigation System Winterization | 1 | \$850.00 | \$850.00 | \$0.00 | \$850.00 |
| | | | | \$0.00 | |
| | | | \$2,665.00 | \$0.00 | \$2,665.00 |

*Occurrences for mowing, trimming, blowing, 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 | \$333.13 | \$0.00 | \$333.13 |
| April | \$333.13 | \$0.00 | \$333.13 |
| May | \$333.13 | \$0.00 | \$333.13 |
| June | \$333.13 | \$0.00 | \$333.13 |
| July | \$333.13 | \$0.00 | \$333.13 |
| August | \$333.13 | \$0.00 | \$333.13 |
| September | \$333.13 | \$0.00 | \$333.13 |
| October | \$333.13 | \$0.00 | \$333.13 |
| November | \$0.00 | \$0.00 | \$0.00 |
| December | \$0.00 | \$0.00 | \$0.00 |
| <hr/> | | | |
| | \$2,665.04 | \$0.00 | \$2,665.04 |

- **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.
- **EXPIRATION OF PROPOSAL:** This proposal may be withdrawn by Jay-Crew Landscape, Inc. if not accepted within 30 days.

| | |
|---|--|
| <p>By: _____ (Signature)</p> <p>Title: _____</p> <p>Name (Printed): _____</p> <p>Date: _____</p> <p style="text-align: center;">Town of Yorktown</p> | <p> By: _____ (Signature) Account Manager</p> <p>Name (Printed): Cheryl Crabtree</p> <p>Date: 2/16/2023</p> <p style="text-align: center;">Jay-Crew</p> |
|---|--|

**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.*



MAINTENANCE AGREEMENT

Fixed Pricing

Property Name: Yorktown Town Hall Civic Park **Date:** February 10, 2023
Property Address: 9312 W. Smith St, Yorktown, IN 47396
Client/Owner Representative: Chase Bruton **Tel:** _____
Company: Town of Yorktown
Address/Location: 9312 W Smith St, Yorktown, IN 47396

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made on February 10, 2023, 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 Town Hall Civic Park**, 9312 W. Smith St, 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, 2023 and shall continue until December 31, 2023 unless sooner terminated by either party with 60 days written notice.

Pre-Season Cleanup

Includes clean-up of all lawn and landscaped areas as well as hard surfaces. Clean-up will generally include removal of all leaves and debris that have accumulated since last winter, cut back any remaining debris from perennials and ornamental grasses, and minor trimming on shrubs as needed.

Bed Edging

Includes edging of all landscaped beds and tree rings around the property. May include manual spade edging or machine edging depending on the property and the site conditions.

Mulch Installation

Installation of granular, pre-emergent weed control and topdressing of 'black, dyed' mulch to all landscaped beds and tree rings.

Turf Application Round 1

Includes an application of a balanced rate of granular fertilizer along with pre-emergent crabgrass control.

Turf Application Round 2

Includes an application of a balanced rate of slow-release granular fertilizer (with iron) along with a blanket application of liquid broadleaf weed control.

Turf Application Round 3

Includes an application of a balanced rate of slow-release granular fertilizer (with iron) along with spot treatment of broad leaf weeds.

Turf Application Round 4

Includes an application of a balanced rate of slow-release granular fertilizer (with iron) along with spot treatment of broad leaf weeds.

Bed & Hard Surface Weed Control

Includes hand pulling or spot spraying of weeds in landscaped beds, around tree rings, and throughout all hard surfaces such as drives, parking lots, and sidewalks.

Shrub & Ornamental Tree Pruning

Includes pruning of all shrubs to maximize color and to maintain proper shape. Also includes pruning and 'limbing up' of all ornamental trees 12' tall and under. Dead and damaged branches from ornamental trees & shrubs will be removed to promote healthy growth. All debris to be hauled off site.

Post-Season Cleanup/Perennial Cutback

Includes clean-up of all landscaped bed areas, as well as hard surfaces during the Fall. Main activity is to cut back perennials and ornamental grasses. Clean-up will also include minor amount of leaf removal but does not include large volume leaf removal (this will be priced as a separate service if required based on property conditions).

Irrigation System Start Up

Includes turning on water to the system, checking the main line and all zone lines for any leaks, visually inspecting and adjusting all sprinkler heads, and programming the control clock. Does not include any repairs to the irrigation system.

Backflow Testing

Includes testing Backflow Prevention Device to insure 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. Includes checking all sprinkler heads for proper rotation, checking for any leaks, and adjusting the control clock as needed to compensate for the current weather conditions. Does not include any repairs to the irrigation system.

Irrigation System Winterization

Includes turning off water to the system, using 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 control clock. Does not include any repairs to the irrigation system.

AGREEMENT SUMMARY

| Services | Occurs | Price Each | Ext. Price | Sales Tax | Total Price |
|---------------------------------------|---------------|-------------------|-------------------|------------------|--------------------|
| Pre-Season Cleanup | 1 | \$200.00 | \$200.00 | \$0.00 | \$200.00 |
| Bed Edging | 1 | \$700.00 | \$700.00 | \$0.00 | \$700.00 |
| Mulch Installation | 1 | \$2,000.00 | \$2,000.00 | \$0.00 | \$2,000.00 |
| Turf Application Round 1 | 1 | \$77.00 | \$77.00 | \$0.00 | \$77.00 |
| Turf Application Round 2 | 1 | \$77.00 | \$77.00 | \$0.00 | \$77.00 |
| Turf Application Round 3 | 1 | \$77.00 | \$77.00 | \$0.00 | \$77.00 |
| Turf Application Round 4 | 1 | \$77.00 | \$77.00 | \$0.00 | \$77.00 |
| Bed & Hard Surface Weed Control | 25 | \$115.00 | \$2,875.00 | \$0.00 | \$2,875.00 |
| Shrub & Ornamental Tree Pruning | 2 | \$350.00 | \$700.00 | \$0.00 | \$700.00 |
| Post-Season Cleanup/Perennial Cutback | 1 | \$1,100.00 | \$1,100.00 | \$0.00 | \$1,100.00 |
| Irrigation System Start Up | 1 | \$165.00 | \$165.00 | \$0.00 | \$165.00 |
| Backflow Testing | 1 | \$110.00 | \$110.00 | \$0.00 | \$110.00 |
| Irrigation System Check/Inspection | 4 | \$150.00 | \$600.00 | \$0.00 | \$600.00 |
| Irrigation System Winterization | 1 | \$200.00 | \$200.00 | \$0.00 | \$200.00 |
| | | | | \$0.00 | |
| | | | \$8,958.00 | \$0.00 | \$8,958.00 |


*Occurrences for mowing, trimming, blowing, 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 | \$1,119.75 | \$0.00 | \$1,119.75 |
| April | \$1,119.75 | \$0.00 | \$1,119.75 |
| May | \$1,119.75 | \$0.00 | \$1,119.75 |
| June | \$1,119.75 | \$0.00 | \$1,119.75 |
| July | \$1,119.75 | \$0.00 | \$1,119.75 |
| August | \$1,119.75 | \$0.00 | \$1,119.75 |
| September | \$1,119.75 | \$0.00 | \$1,119.75 |
| October | \$1,119.75 | \$0.00 | \$1,119.75 |
| November | \$0.00 | \$0.00 | \$0.00 |
| December | \$0.00 | \$0.00 | \$0.00 |
| <hr/> | | | |
| | \$8,958.00 | \$0.00 | \$8,958.00 |

- **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.
- **EXPIRATION OF PROPOSAL:** This proposal may be withdrawn by Jay-Crew Landscape, Inc. if not accepted within 30 days.

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

By:  _____
 (Signature) Account Manager
 Name (Printed): Cheryl Crabtree
 Date: 2/16/2023
 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.



MAINTENANCE AGREEMENT

Fixed Pricing

Property Name: Yorktown Gateway - Interstate **Date:** February 10, 2023
Property Address: 15000 W. McGalliard Rd., Yorktown, IN 47396
Client/Owner Representative: Chase Bruton **Tel:** _____
Company: Town of Yorktown
Address/Location: 9312 W Smith St, Yorktown, IN 47396

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made on February 10, 2023, 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 Gateway - Interstate**, 15000 W. McGalliard Rd., 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, 2023 and shall continue until December 31, 2023 unless sooner terminated by either party with 60 days written notice.

Pre-Season Cleanup

Includes clean-up of all lawn and landscaped areas as well as hard surfaces. Clean-up will generally include removal of all leaves and debris that have accumulated since last winter, cut back any remaining debris from perennials and ornamental grasses, and minor trimming on shrubs as needed.

Bed Edging

Includes edging of all landscaped beds and tree rings around the property. May include manual spade edging or machine edging depending on the property and the site conditions.

Mulch Installation

Installation of granular, pre-emergent weed control and topdressing of 'black, dyed' mulch to all landscaped beds and tree rings.

Turf Application Round 1

Includes an application of a balanced rate of granular fertilizer along with pre-emergent crabgrass control.

Turf Application Round 5

Includes an application of a balanced rate of slow-release granular fertilizer (with iron) along with spot treatment of broad leaf weeds.

Turf Application Round 3

Includes an application of a balanced rate of slow-release granular fertilizer (with iron) along with spot treatment of broad leaf weeds.

Tree and Shrub-Insect and Disease Application

Application of insecticides, miticides, and/or fungicides (depending on condition of plants) to help control a variety of insects and disease.

Tree and Shrub-Dormant Oil Application

Includes application of dormant oil or soil injected insecticide to prevent insect damage to trees and shrubs.

Tree and Shrub-Fall Deep Root Fertilization

Annual application of a balanced rate of slow release liquid fertilizer (injected or drenched) to trees and shrubs.

Mowing, Trimming, Blowing

All lawn areas will be mowed on a weekly basis during the growing season (all or part of the lawn may be skipped during extremely dry or wet conditions at the discretion of the crew foreman). All grass clippings will be recycled back into the turf. Sidewalks, trees, and other obstacles will be trimmed as needed using a string trimmer. All hard surfaces will be cleaned with a blower before crew leaves the property. Also includes picking up minor amounts of trash or debris in lawn areas prior to mowing. The "Agreement Summary" shows a budgeted amount of mowing occurrences that are included in the total contract price. However, if additional mowing visits are needed beyond the contracted amount, we will continue to service your property and charge per-service for those visits.

Bed & Hard Surface Weed Control

Includes hand pulling or spot spraying of weeds in landscaped beds, around tree rings. Also includes minor amounts of high visibility hard-surface weed control. The "Agreement Summary" shows a budgeted amount of bed-maintenance occurrences that are included in the total contract price. However, if additional visits are needed beyond the contracted amount, we will continue to service your property and charge per-service for those visits.

Field Mowing

Includes bush hog mowing of lawn area up to five times through the growing season.

Shrub & Ornamental Tree Pruning

Includes pruning of all shrubs to maximize color and to maintain proper shape. Also includes pruning and 'limbing up' of all ornamental trees 12' tall and under. Dead and damaged branches from ornamental trees & shrubs will be removed to promote healthy growth. All debris to be hauled off site.

Post-Season Cleanup/Perennial Cutback

Includes clean-up of all landscaped bed areas, as well as hard surfaces during the Fall. Main activity is to cut back perennials and ornamental grasses. Clean-up will also include minor amount of leaf removal but does not include large volume leaf removal (this will be priced as a separate service if required based on property conditions).

AGREEMENT SUMMARY


| Services | Occurs | Price Each | Ext. Price | Sales Tax | Total Price |
|---|---------------|-------------------|--------------------|------------------|--------------------|
| Pre-Season Cleanup | 1 | \$380.00 | \$380.00 | \$0.00 | \$380.00 |
| Bed Edging | 1 | \$240.00 | \$240.00 | \$0.00 | \$240.00 |
| Mulch Installation | 1 | \$2,350.00 | \$2,350.00 | \$0.00 | \$2,350.00 |
| Turf Application Round 1 | 1 | \$550.00 | \$550.00 | \$0.00 | \$550.00 |
| Turf Application Round 3 | 1 | \$550.00 | \$550.00 | \$0.00 | \$550.00 |
| Turf Application Round 5 | 1 | \$550.00 | \$550.00 | \$0.00 | \$550.00 |
| Tree and Shrub-Insect and Disease Application | 4 | \$215.00 | \$860.00 | \$0.00 | \$860.00 |
| Tree and Shrub-Dormant Oil Application | 1 | \$215.00 | \$215.00 | \$0.00 | \$215.00 |
| Tree and Shrub-Fall Deep Root Fertilization | 1 | \$215.00 | \$215.00 | \$0.00 | \$215.00 |
| Mowing, Trimming, Blowing | 26 | \$137.00 | \$3,562.00 | \$0.00 | \$3,562.00 |
| Bed & Hard Surface Weed Control | 26 | \$50.00 | \$1,300.00 | \$0.00 | \$1,300.00 |
| Field Mowing | 5 | \$435.00 | \$2,175.00 | \$0.00 | \$2,175.00 |
| Shrub & Ornamental Tree Pruning | 2 | \$300.00 | \$600.00 | \$0.00 | \$600.00 |
| Post-Season Cleanup/Perennial Cutback | 1 | \$530.00 | \$530.00 | \$0.00 | \$530.00 |
| | | | | \$0.00 | |
| | | | \$14,077.00 | \$0.00 | \$14,077.00 |

*Occurrences for mowing, trimming, blowing, 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 | \$1,759.63 | \$0.00 | \$1,759.63 |
| April | \$1,759.63 | \$0.00 | \$1,759.63 |
| May | \$1,759.63 | \$0.00 | \$1,759.63 |
| June | \$1,759.63 | \$0.00 | \$1,759.63 |
| July | \$1,759.63 | \$0.00 | \$1,759.63 |
| August | \$1,759.63 | \$0.00 | \$1,759.63 |
| September | \$1,759.63 | \$0.00 | \$1,759.63 |
| October | \$1,759.63 | \$0.00 | \$1,759.63 |
| November | \$0.00 | \$0.00 | \$0.00 |
| December | \$0.00 | \$0.00 | \$0.00 |
| <hr/> | | | |
| | \$14,077.04 | \$0.00 | \$14,077.04 |

- **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.
- **EXPIRATION OF PROPOSAL:** This proposal may be withdrawn by Jay-Crew Landscape, Inc. if not accepted within 30 days.

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| <p>By: _____ (Signature)</p> <p>Title: _____ Name (Printed)</p> <p>Date: _____ Town of Yorktown</p> | <p style="text-align: right;"></p> <p>By: _____ (Signature) Account Manager</p> <p>Name (Printed): _____ Cheryl Crabtree</p> <p>Date: _____ 2/16/2023 Jay-Crew</p> |
|---|--|

**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.*