

# **TOWN OF CHARLOTTE CEMETERY MOWING AND MAINTENANCE CONTRACT 2025**

This Contract is entered into on \_\_\_\_\_, 2025 by and between the Town of Charlotte (hereinafter "Municipality") and Adam Dantzcher, with a principal place of business in Charlotte, Vermont, with a mailing address of 7766 Route 2A, Georgia, VT 05495, (hereinafter "Contractor") for services to Municipality. Municipality and Contractor are referred to collectively as "parties."

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

## **ARTICLE 1: SERVICES PROVIDED**

Contractor agrees to perform the following service(s) according to the following timelines or schedule:

**Service(s):** Mowing of cemeteries as indicated in Attachment A – Scope of Work for 2025 Mowing and Maintenance of Town Cemeteries

**Service Dates/Duration:** March 1, 2025 – December 31, 2025

Contractor shall perform all services required under this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Town, if any. Town has the right to inspect and may reject any services provided by Contractor under this Agreement that, in the Town's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

## **ARTICLE 2: COMPENSATION AND BILLING**

**Payment arrangement, invoices and billing:** Municipality will pay Contractor \$5,600 for the season, divided into seven payments of \$800 per month (for the seven months of the typical mowing season), beginning at the end of April (i.e. the first month of the mowing season). Any additional work will be billed at \$49/hour. Contractor will submit monthly invoices. Payments will be made within 30 days.

## **ARTICLE 3: TERM**

The term of this contract shall be from March 1, 2025 to December 31, 2025. The term of the contract may be extended only by mutual written agreement of the parties.

## **ARTICLE 4: OPTIONAL RENEWAL PROVISION**

The parties shall have the option of renewing this contract for an additional one-year period. Renewal shall occur only upon Contractor's delivery to Town by October 3, 2025 of a written request to renew the contract for the additional period. Upon said delivery, Municipality shall have until December 31, 2025 to provide written notice of its acceptance or rejection of Contractor's

renewal request. If Contractor fails to deliver such renewal request, the contract shall terminate at the end of the initial term; conversely, if Town fails to notify Contractor in writing of its decision, the contract shall terminate at the end of the initial term.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits.

**ARTICLE 6: EQUIPMENT AND MATERIALS**

Contractor warrants that it has the necessary equipment to provide the services required by this Agreement. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this contract. Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses.

**ARTICLE 7: INDEMNIFICATION**

Contractor shall indemnify and hold harmless Municipality and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorney's fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor in the execution of the work or in guarding the same.

Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private). All damage, injury or loss to any public or private property, by the Contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

**ARTICLE 8: INSURANCE**

Contractor agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance.

The Contractor's insurance policy shall name the Municipality as an additional insured for Commercial General Liability coverage and Automobile Liability coverage.

**ARTICLE 9: TERMINATION**

Municipality may terminate this Agreement, with or without cause, upon 30 days written notice.

**ARTICLE 10: CONTRACT DOCUMENTS**

This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to Attachment(s) A or B unless said changes, modifications or amendments are in writing duly executed by the parties.

**IN WITNESS WHEREOF**, the parties do hereby execute this contract on the day and year first written above

**MUNICIPALITY:**

**CONTRACTOR:**

By : \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

In the presence of:

In the presence of:

\_\_\_\_\_  
Witness as to Municipality

\_\_\_\_\_  
Witness as to Contractor