

LANDSCAPING CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 (“Township”) and [INSERT COMPANY NAME], a Michigan [INSERT TYPE OF ENTITY] whose address is [INSERT ADDRESS] (“Contractor”) for the purpose of Contractor serving as an independent contractor providing landscaping services for Township (the “Agreement”).

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform the following landscaping services for Township at the Township Hall and Gazebo:
 - A. Weeding at least once per month for the months of [APRIL-OCTOBER].
 - B. Shrub trimming once per year.
 - C. Mulch to be placed on a date agreed to by the Township and Contractor, but no later than [INSERT DATE].
 - D. Additional landscaping services as mutually agreed to by the Contractor and Township.
2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and according to the following terms and conditions:
 - A. The service referenced in section 1.A will be \$ _____. per weeding service completed.
 - B. The service referenced in section 1.B will be \$ _____. per shrub trimming service completed.
 - C. The service referenced in section 1.C will be a lump sum payment of \$ _____.
3. **INCLEMENT WEATHER.** In the event weather prohibits Contractor from completing the landscaping services pursuant to the schedule set forth in Section 1 of this Agreement, Contractor shall notify Township and establish a mutually agreeable timeframe for completion of the landscaping services.
4. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
5. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of

any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.

6. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
7. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
8. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described in this Agreement are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
9. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
 - C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
 - D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.
 - E. Contractor does not receive the majority of its annual compensation from Township.
10. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or

employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

11. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges, and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
13. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto, and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor, and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
14. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
15. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **[INSERT ADDRESS]**. Notice of any change of address by Contractor must be promptly given to Township.
16. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the

breach, upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

17. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.

18. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

19. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Agreement.

AGREED to this ___ day of _____, 2025, at _____, State of Michigan.

Howell Township:

[INSERT NAME], LLC:

By: Mike Coddington, Supervisor

By: [INSERT NAME], Agent

Approved and authorized by the Howell
Township Board on _____, 2025.