

1 2 3 YARD CARE

PO Box 615
Point Arena, CA 95468
(707) 882-1841

YARD CARE CONTRACT

This agreement is made and entered into between:

Full Legal Names: Point Arena Schools District
(Hereinafter referred to as "the Client")

AND

Rick Laiwa DBA 1-2-3 Yard Care

(Hereinafter referred to as "the Contractor")

The Client hereby engages the Contractor to perform yard care services at the following addresses:

Arena Elementary School 20 School Street AND Point Arena High School 270 Lake Street AND Point Arena Schools District Office 45 Lake Street Point Arena, CA 95468

according to the scope of the work detailed and priced on the **Yard Care Schedule** which is attached hereto and forms part of this Yard Care Contract.

1. Any additional work required by the Client or proposed by the Contractor which is not specified on the Yard Care Schedule shall be quoted for separately and when completed added to the invoice.
2. Invoices shall be issued at the time of service with payment due immediately. Returned checks for whatsoever reason shall incur a \$20.00 fee and overdue accounts shall accrue interest at a rate of 18% per annum. The Contractor reserves the right to suspend services if payments are not made on time.

3. Obligations of the Contractor

- 3.1. The Contractor has the right to cancel service at any time.
- 3.2. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed in a timely manner and to a professional standard.
- 3.3. The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.
- 3.4. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement.

4. Obligations of the Client

- 4.1. The Client has the right to cancel service at any time. Cancellation must occur at least 3 days prior to scheduled service and the Client is responsible for payment on all services performed prior to cancellation.
- 4.2. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of As needed and any additional mutually agreed upon times.
- 4.3. The Client shall be responsible for the removal of any objects e.g. toys, furniture, pet waste, rubbish etc. that will hinder the Contractor in performing under this agreement.
- 4.4. The Client shall keep all pets secured inside a building or fenced area and shall keep people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services.