

# 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 Joint Union School District/Arena Union Elementary School 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 AND South Coast Continuation High School 185 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 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.

4.5. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.

4.6. The Client shall be responsible for the day-to-day care of the yard as recommended by the Contractor and which are not part of the services outlined on the Yard Care Schedule.

## **5. Liability**

5.1. The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.

5.2. The Contractor shall not be held liable for damage to siding, decks, or play sets due to the use of trimming equipment. Yards that do not have protective beds around these areas are nearly impossible to trim without the possibility of damage. If you prefer not to have trimming done in particular areas for this reason, please contact our office.

5.3. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.

5.4. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.

5.5. The Contractor shall not be liable for the poor health or lack of performance of turf, trees or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf, trees or plants.

5.6. The Contractor shall not be liable for determining whether service to a property is necessary, regardless of that property's condition. It is the Client's responsibility to notify the Contractor if a change in service is needed. To skip weekly service, 3 days advance notice to the office is needed. TWO SKIPS PER YEAR ARE ALLOWED.

## **6. Whole Agreement**

This Yard Care Contract and Yard Care Schedule constitute the sole and entire Agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Yard Care Schedule provided.

## **7. Relationship of Parties**

It is understood by the Contractor and the Client that the Contractor is an independent contractor, and not an employee. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit.

## **8. Governing Law**

This Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the State of California and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

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PO Box 615

Point Arena, CA 95468

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## YARD CARE SCHEDULE

Customer Name: Point Arena Joint Union School District/Arena Union Elementary School District

Address: Arena Union Elementary School 20 School Street

Point Arena Joint Union High School 270 Lake Street

Point Arena Joint Union School District Office 45 Lake Street

South Coast Continuation High School 185 Lake Street

City, State, Zip Code: Point Arena, CA 95468

### SCOPE OF WORK:

XX As needed

Payment for services based on the rates below.

Total sum not to exceed \$30,000.00

Labor @ \$65.00 per hour minimum for **each** man to perform maintenance at a property (even if it takes less than an hour to complete)

Labor @ \$55.00 - \$65.00 per hour for each additional man (includes Subcontractors)

Labor @ \$100.00 per hour when tree climbing and trimming

Labor @ \$25.00 per hour for each 1-2-3 Yard Care employee laborer (Nik, Keven and Ashlyne)

Truck, log splitter and trailer use for onsite hauling to Client's designated location @ \$80.00 per day

Disposal fees : To be determined per load - MINIMUM truck and trailer @ \$80.00 per load

Materials: Actual (receipts will be provided other than stock materials)

Any additional: Actual (receipts will be provided)

Field maintenance services, including but not limited to trimming, mowing, sprinkler maintenance and management, weeding and hedging.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2024 by the Client who warrants his/her authority to enter into this agreement.

Client's Signature: \_\_\_\_\_

Signed at POINT ARENA, CA on this \_\_\_\_ day of \_\_\_\_\_ 2024 by the Client who warrants his/her authority to enter into this agreement.

Contractor's Signature: \_\_\_\_\_