

## **SERVICE AGREEMENT MOWING CONTRACT**

This contract is entered into this 1st day of April, 2019, by and between **Isaiah House**, whose address is 2084 Main Street, 40078 (the “Contractor”) and the **Mercer County Board of Education**, 530 Perryville Street, Harrodsburg, Mercer County, Kentucky 40330 (the “School”), acting by and through its duly authorized officers and pursuant to resolution authorizing the execution of this contract by its School, upon the terms and conditions set forth herein.

### **I.**

This agreement shall become effective on the 1st day of April, 2019, and will continue in effect until the services provided for herein have been performed or until termination as provided herein and/or in accordance with the specifications for Mowing attached as Exhibit A and incorporated herein by reference.

### **II.**

Contractor agrees to perform Mowing Services for School in accordance with the Specifications for Mowing and Contractor’s Bid attached as Exhibit A, the same of which is attached herein and incorporated herein by reference.

### **III.**

The School shall not supervise, direct or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences or procedures of work or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. School will not be responsible for Contractor’s failure to perform or furnish the Work in accordance with the Contract Documents.

#### IV.

To the fullest extent permitted by law, contractor expressly agrees to defend, indemnify and hold harmless the school, its officers, agents, attorneys and employees against claims, damages, losses and expenses, including attorney's fees and expert fees arising out of or resulting from the performance of the work of the contractor attributable to personal injury, death, property damage environmental damage and economic loss caused by negligent acts or omissions of the contractor or anyone directly or indirectly employed by it or anyone whose acts for which they may be liable, if such claim, damage, loss or expense is caused in whole or in part by contractor. Contractor is not responsible to defend, indemnify and hold harmless from and against claims, damages, losses and expenses that are solely caused by the school.

Contractor hereby acknowledges that he and his agents, servants and employees will be engaging in work for the school on property that is sloped and that may contain holes, ditches, loose or muddy dirt or gravel, obvious and latent defects and other irregularities. Contractor hereby further acknowledges that certain conditions such as rain or other weather-related conditions may make the work unsafe because said conditions may cause slope failures, slippery or muddy conditions on grass or bare dirt. Contractor hereby further acknowledges that contractor, his agents, servants and employees shall be the sole judges of whether or not it is safe to proceed with the work. Therefore, in exchange for the consideration paid to contractor by the school for contractor's services, contractor hereby forever releases school from any and all negligence or other claims of damages to contractor, his agents, servants and employees, including but not limited to, property damages, personal injury damages, and delay, disruption or loss of income damages.

h. E  
Contractor Initials

#### V.

The Contractor shall maintain in force during the term of this contract the necessary insurance policies to meet all requirements as indicated in its Bid. The Contractor shall furnish to the School—before the commencement of any work—Certificates as proof of such insurance coverage. The Certificate shall include the School as an additional named insured and shall include a 30 day notice of cancellation clause. The Contractor shall notify the School immediately upon cessation or alteration of the insurance coverage.

## **VI.**

This contract shall be construed under and in accordance with the laws of the State of Kentucky, and all obligations of the parties created hereunder are performable in Mercer County, Kentucky. Any dispute of these terms shall be exclusively be resolved in Mercer Circuit or Mercer District Court, in Mercer County, Kentucky.

## **VII.**

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery or by United States mail. Notice to the Contractor and the School shall be sufficient if addressed as follows:

### School

Mercer County Board of Education  
Attn: Dennis Davis  
530 Perryville Street  
Harrodsburg, KY 40330

### Contractor

Isaiah House  
Attn: Ed Early  
2084 Main Street  
Willisburg, KY 40078

## **VIII.**

Should the School at any time become dissatisfied with the Contractor's performance under this agreement or should environmental conditions necessitate, the School may terminate this contract, Contractor will only be entitled to payment for time and service actually provided and approved by the School. The School shall be the sole judge as to whether the performance of the Contractor is satisfactory or whether the environmental conditions affecting the School's property require termination.

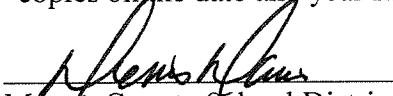
IX.

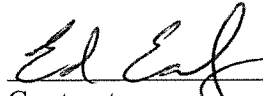
No assignment of this agreement or any duties or obligation or performance hereunder shall be made in whole or in part by the Contractor without the prior written consent of the School.

This contract may be renewed for a period of two (2) years consecutive provided:

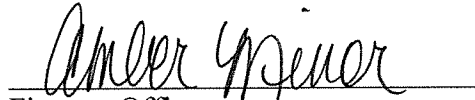
1. Satisfactory service
2. No increase in price
3. To the extent that this contract may be required to be enforced against any other panel of the Board of Education that those who voted to agree on this contract.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective corporate and public entities have caused this agreement to be executed in multiple copies on the date and year first above written.

  
Mercer County School District

 (Isaiah House)  
Contractor  
Printed Name: Ed EARLY  
Outside Operations Supervisor

ATTEST:

  
Finance Officer