



Customer: City of Charlestown		Contact:	
Property Address:		Job Location: City of Charlestown	
City, State & Zip: Charlestown, Indiana		Phone:	
Management Company:		Email:	
Landscape Installation Services	Quantity	Cost	Total Cost
Island Landscape Enhancements			
Plant list- quantity of plants for all 8 islands			
Dogwood (2in cal.)	12	\$ 400	\$4,800.00
Fothergilla (3 gal)	32	\$ 85	\$2,720.00
Blue false indigo (3 gal)	80	\$ 85	\$6,800.00
Butterfly weed (1 gal)	48	\$ 25	\$1,200.00
Mulch- Black dyed Hardwood			\$3,500.00
Annual flowers- Lantana			\$1,200.00
Landscape Preparation			
Removal of stumps			\$600.00
Removal of all existing plants and sod (except blue spruces)			\$5,200.00
Addition of topsoil to build back landscape beds			\$3,800.00
Removal of turf and creation of landscape beds			\$1,500.00
Overseeding of current turf areas			\$1,750.00
blue spruces will remain in place			
		Estimate SubTotal	\$33,070.00
		6% Sales Tax	\$ -
Customer Signature:	Date:	Estimate Total	\$33,070.00
Julie Britnell Arnold	4/6/2022	Please pick and choose services and quantities according to your specific requirements and expectations. By signing this, I have read and understood the terms and conditions on the reverse side.	
Greenscapes Estimator:	Date: Estimate Valid for 30 days		

Greenscapes Lawn & Landscaping, Inc.
 PO Box 91029, Louisville, KY 40291
 Phone: (502) 968-8018 Fax: (502) 810-0706
WWW.GREENSCAPESKY.COM

I. CONTRACTOR'S RESPONSIBILITIES: THE CONTRACTOR SHALL PERFORM ALL DUTIES CALLED FOR IN THIS CONTRACT IN ACCORDANCE WITH ITS OWN PROFESSIONAL STANDARDS & SPECIFICATIONS AND IN ACCORDANCE WITH ALL OTHER TERMS, SPECIFICATIONS & DRAWINGS ATTACHED OR CONTAINED HEREIN. IT IS THE RESPONSIBILITY OF THE OWNER/CLIENT TO PROVIDE COPIES OF ALL PLANTS, SURVEYS, DRAWING OR PLANS OF THE PROPERTY ON WHICH SERVICES ARE TO BE PERFORMED. FURTHER RESPONSIBILITIES INCLUDE:

- A. **WORKFORCE:** CONTRACTOR SHALL DESIGNATE A QUALIFIED & EXPERIENCED REPRESENTATIVE TO MANAGE AND OVERSEE THE SERVICES PROVIDED. THE WORKFORCE IS TO BE PERSONABLY PRESENTABLE AT ALL TIMES. ALL EMPLOYEES SHALL BE COMPETENT AND QUALIFIED, & SHALL BE U.S. CITIZENS OR LEGAL RESIDENTS, & AUTHORIZED TO WORK IN THE UNITED STATES.
- B. **MATERIALS:** ALL MATERIALS SHALL CONFORM TO BID SPECIFICATIONS.
- C. **LICENSE & PERMITS:** CONTRACTOR SHALL COMPLY WITH ALL LICENSE AND PERMIT REQUIREMENTS OF THE CITY, COUNTY, STATE & FEDERAL GOVERNMENTS, AS WELL AS ALL OTHER REQUIREMENTS OF LAW.
- D. **TAXES:** CONTRACTOR SHALL PAY ALL TAXES APPLICABLE TO ITS WORK UNDER THIS CONTRACT, INCLUDING SALES TAX ON ALL MATERIAL SUPPLIED.
- E. **INSURANCE:** CONTRACTOR SHALL MAINTAIN GENERAL LIABILITY INSURANCE, AUTOMOTIVE INSURANCE, WORKERS COMPENSATION INSURANCE, & ANY OTHER INSURANCE CONTRACTOR DEEMS NECESSARY.
- F. **LIABILITY:** CONTRACTOR SHALL ONLY BE LIABLE FOR THE GROSS NEGLIGENCE, BAD FAITH & WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS OR EMPLOYEES. GREENSCAPES WILL NOT BE LIABLE FOR ANY SLIP AND FALL ACCIDENTS CAUSED BY SNOW, ICE OR WET CONDITIONS.
- G. **SUBCONTRACTS:** CONTRACTOR RESERVES THE RIGHT TO HIRE QUALIFIED SUBCONTRACTORS TO PERFORM SPECIALIZED FUNCTIONS OR WORK REQUIRING SPECIALIZED EQUIPMENT.
- H. **INVOICES:** CONTRACTOR SHALL SUBMIT WRITTEN MONTHLY SERVICE INVOICES FOR THE AMOUNT SET FORTH UNDER THE PRICES AND TERMS SHOWN ON PAGE 1 OF THIS CONTRACT. ANY SERVICES RENDERED, THAT ARE IN ADDITION TO OR BEYOND THE SCOPE OF WORK REQUIRED BY THIS AGREEMENT SHALL BE HANDLED BY SEPARATE CONTRACT & SHALL BE SEPARATELY BILLED.

II. OWNER'S/CLIENT'S RESPONSIBILITIES:

- A. **UTILITIES & PROPERTY LINE:** ALL UTILITIES REQUIRED, SHALL BE FURNISHED BY THE OWNER/CLIENT. ALL PUBLIC AND PRIVATE UTILITY & PROPERTY LINES ARE TO BE LOCATED BY OWNER/CLIENT.
- B. **ACCESS TO JOBSITE:** OWNER/CLIENT SHALL FURNISH ACCESS TO ALL PARTS OF JOBSITE WHERE CONTRACTOR IS TO PERFORM WORK AS REQUIRED BY THIS AGREEMENT OR OTHER FUNCTIONS RELATED THERETO, DURING NORMAL BUSINESS HOURS, DURING OTHER REASONABLE PERIODS OF TIME, AND IN CASE OF AFTER HOURS EMERGENCIES.
- C. **PAYMENT:** OWNER/CLIENT SHALL PAY ALL INVOICES SUBMITTED BY CONTRACTOR WITHIN 30 DAYS FOLLOWING WHEN THE CUSTOMER RECEIVES INVOICE. IN THE EVENT THAT FULL PAYMENT IS NOT MADE WITHIN 30 DAYS FROM THE DATE CLIENT RECEIVING INVOICE, ALL DELINQUENT AMOUNTS SHALL BEAR INTEREST AT THE RATE OF 1.5% PER MONTH. IN ADDITION, CONTRACTOR SHALL BE ENTITLED TO ITS ATTORNEY'S FEES, COSTS AND OTHER EXPENSES INCURRED AS A CONSEQUENCE OF HAVING TO PREPARE, FILE, ENFORCE AND/OR RELEASE ANY LIEN WHICH COMES ABOUT AS A CONSEQUENCE OF ANY NON-PAYMENT UNDER THIS CONTRACT.
- D. **NOTICE OF DEFECT:** OWNER/CLIENT SHALL GIVE CONTRACTOR AT LEAST 30 DAYS WRITTEN NOTICE TO CORRECT ANY PROBLEM OR DEFECT DISCOVERED IN THE PERFORMANCE OF THE WORK REQUIRED UNDER THIS CONTRACT. CONTRACTOR WILL NOT ACCEPT ANY DEDUCTION OR OFFSET UNLESS SUCH WRITTEN NOTICE IS GIVEN.
- E. **DAMAGE TO PROPERTY GROUNDS:** OWNER/CLIENT AGREES TO AND SHALL WAIVE, INDEMNIFY AND HOLD HARMLESS CONTRACTOR FROM & AGAINST ANY & ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, LOSSES, COSTS, REPAIRS & EXPENSES ARISING FROM ANY & ALL DAMAGE TO THE PROPERTY ON WHICH SERVICES ARE PERFORMED. THIS INCLUDES, BUT IS NOT LIMITED TO DAMAGE TO SPEED BUMPS, CURBS, ASPHALT, PARKING LOTS, RIGHT OF WAYS, AND ROADWAYS ON WHICH SNOW REMOVAL SERVICES ARE PERFORMED. **(REGARDING ARTICLE E. THIS PERTAINS TO SNOW REMOVAL ONLY)**
- F. **INSURANCE:** OWNER/CLIENT IS RESPONSIBLE FOR OBTAINING ITS OWN PROPERTY AND LIABILITY INSURANCE, AS WELL AS ANY OTHER INSURANCE IT DEEMS NECESSARY TO PROTECT ITS OWN INTERESTS.

III. OTHER TERMS: CONTRACTOR RESERVES THE RIGHT TO RENEGOTIATE THE CONTRACT WHEN THE PRICE OF SERVICES PROVIDED ARE AFFECTED BY CHANGES TO ANY LOCAL, STATE, OR FEDERAL LAW, TAX, REGULATION OR ORDINANCE THAT GOES INTO EFFECT AFTER THE AGREEMENT IS SIGNED. CONTRACTOR ALSO RESERVES THE RIGHT TO ADD A FUEL SURCHARGE IF PRICE OF A GALLON OF GAS INFLATES OVER \$4.00 DURING THE CONTRACT TERM. IF SUCH A SITUATION OCCURS & OWNER/CLIENT REFUSES TO RENEGOTIATE OR NO NEW AGREEMENT CAN BE REACHED CONTRACTOR HAS THE OPTION OF CANCELING THE CONTRACT UPON SEVEN (7) DAYS WRITTEN NOTICE TO OWNER/CLIENT. FURTHER TERMS INCLUDE:

- A. **SUCCESSORS & ASSIGNS:** NEITHER THE OWNER/CLIENT NOR THE CONTRACTOR SHALL ASSIGN OR TRANSFER ANY INTEREST IN THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF THE OTHER. THIS CONTRACT SHALL BE BINDING ON & INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES & PERMITTED SUCCESSORS & ASSIGNS.
- B. **TIME IS OF THE ESSENCE:** TIME IS OF THE ESSENCE AS TO ANY PAYMENT & NOTICE REQUIREMENTS IN THIS CONTRACT
- C. **NOTICE:** ALL NOTICES REQUIRED IN THIS CONTRACT SHALL BE WRITTEN & SHALL BE DELIVERED OR SENT BY UNITED STATES MAIL, POSTAGE PREPAID, TO THE ADDRESS LISTED FOR EACH PARTY ON PAGE 1 OF THIS CONTRACT.
- D. **ARBITRATION:** ANY QUESTIONS OR DISPUTES ARISING OUT OF THE OPERATION OF THIS AGREEMENT WHICH THE PARTIES CANNOT RESOLVE BETWEEN THEMSELVES SHALL BE REFERRED TO BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. SUCH ARBITRATION SHALL BE HELD IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY IN WHICH THE WORK IS OR WAS SCHEDULED TO BE PERFORMED.
- E. **SEVERABILITY:** IF ANY PROVISION OF THIS CONTRACT OR THE APPLICATION THEREOF SHALL BE HELD INVALID OR UNENFORCEABLE TO ANY EXTENT, THE REMAINING PROVISIONS HEREOF SHALL NOT BE AFFECTED THEREBY & SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.
- F. **ENTIRE AGREEMENT:** THIS CONTRACT & ANY EXHIBITS OR ATTACHMENTS APPENDED HERETO CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NEITHER PARTY IS RELYING ON ANY VERBAL STATEMENTS OF THE OTHER. THIS CONTRACT MAY ONLY BE AMENDED BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

IV. TERMINATION: THE AGREEMENT MAY BE TERMINATED BY WRITTEN NOTICE. UPON TERMINATION BY EITHER PARTIES, ANY UNPAID SERVICES RENDERED BY SHALL BE PAID IN FULL AT THE TIME TERMINATION TAKES EFFECT. THIS AGREEMENT MAY BE TERMINATED BY CONTRACTOR FOR NON-PAYMENT BY OWNER/CLIENT, UPON SEVEN (7) DAYS WRITTEN NOTICE AS STATED ABOVE. ALL PAYMENTS WILL BE PAID IN FULL BEFORE THE 30 DAYS IS UP OF CANCELLATION. THIS IS FOR SERVICES RENDERED BY GREENSCAPES, INC

- A. **EARLY TERMINATION:** CLIENT IS RESPONSIBLE FOR PAYMENT OF THE CONTRACT IN ITS ENTIRETY. IN THE EVENT THE CLIENT OPTS FOR AN EARLY TERMINATION WITHIN A SERVICED CONTRACT, A CHARGE OF TWENTY PERCENT OF THE ANNUAL CONTRACTED AMOUNT WILL BE ASSESSED TO THE CLIENT, PRIOR TO TERMINATION.

Customer Signature:

Date: