

Best Care Landscaping

1. GENERAL. The City of Cedar Hills duly organized and existing under the laws of the State of Utah, with its primary place of business located at 3925 West Cedar Hills Drive, CH Utah 84062, Utah (hereinafter referred to as "City") and Best Care Landscaping, 14 North 400 East, Lindon, Utah 84042 - Monte Romriell, Principal (hereinafter referred to as "Contractor") herewith enter into this contract for services, effective as of March 1, 2012.
2. RECITALS. The parties recite and declare:
 - A. Contractor is willing to provide services to City, and City is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.
 - B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, City and Contractor agree as follows:
3. SERVICES.
 - A. Contractor herewith agrees to perform the following services:
 - (1) Landscaping at the Community Recreation Center per attached bid sheet and plans drawings.
 - (2) Contractor shall run power to the future gazebo site
 - (3) _____
 - (4) _____
 - (5) _____
 - B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established by the City – all work completed and to compliance stage by April 1, 2012.
 - C. Contractor shall perform such duties as specified by this contract and are customarily performed during the course of performing the above noted services.
4. BEST EFFORT OF CONTRACTOR. Contractor agrees that he will at all times faithfully, industrially, and to the best of his ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of City.
5. TERM OF CONTRACT. This contract shall be in effect beginning March 1, 2012 and ending on, or at any time before, April 1, 2012.
6. TERMINATION OF CONTRACT. This contract shall expire on or before April 11, 2012. In addition, either party shall have the right to terminate this contract with thirty (30) days written notice to the other party.

7. **COMPENSATION OF CONTRACTOR.** City shall pay Contractor, and Contractor shall accept from City, in full payment for Contractor's services under this agreement, \$ 37,803 with ½ at signing of contract (\$18,901.60), and the remainder at full compliance .
8. **RETURN OF EQUIPMENT ON TERMINATION OF EMPLOYMENT.** On termination of this agreement by either party, or at the termination of Contractor, all City property in the possession of Contractor shall be promptly returned to City by Contractor. **NO CITY PROPERTY**
9. **BENEFITS.** Contractor shall have no right to, and shall not be provided with, any benefits.
10. **HOLD HARMLESS/INDEMNIFICATION.** Contractor herewith agrees to indemnify and hold the City, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the City or their respective officers, officials, agents, or employees, or any person or persons.
11. **AGREEMENTS OUTSIDE OF CONTRACT.** This agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that he or it has relied on its own judgment in entering into this agreement. The parties further acknowledges that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.
12. **MODIFICATION OF AGREEMENT.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
13. **CHOICE OF LAW.** It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted, with the exception that any action arising out of federal law shall be

