

## SERVICE AGREEMENT FOR Artisan Gutter Cleaning 2024

This Agreement is made between **Whispering Meadows Homeowner's Association**, (The Association), a non-profit organization in the State of Missouri, located at 4455 S. Davidson Drive, Independence, Missouri, and **Artisan Roofing & Guttering** (Contractor), a corporation with its principal place of business located at **6817 Stadium Dr. Suite 78, Mailbox 210, Kansas City, Missouri 64129** which has the authority to do business in the State of Missouri.

The Association desires to engage Contractor to provide **Gutter Cleaning**(Services). Contractor agrees they have the requisite expertise, training, staff and resources, and is technically and professionally capable of performing the obligations under this Agreement. Therefore, for good and valuable consideration, the parties agree as follows:

1. **Scope of Services.** Contractor agrees to provide gutter cleaning services as specified below and in Exhibit A, Contractor's proposal.
  - 1.1 Clean out gutter troughs. All gutters will be blown out and all spouts will be cleared of debris. The crew will tap spouts and if spouts are full of debris, contractor will disassemble, remove debris and reassemble spout. Artisan is not responsible for debris removed from gutters. Debris will be left on the lawn.. Any debris falling on decks, driveways or sidewalks will be blown off onto the lawns.
  - 1.2 Contractor will removed debris such as leaves & dirt that are on the exterior of the house from gutter cleaning using their blower. If contractor is unable to remove such debris, Contractor will provide address to HOA contact Terry Waits cell: 816-516-7772 or [waitst@gmail.com](mailto:waitst@gmail.com).
  - 1.3 Weather permitting, cleaning of gutters will be tentatively scheduled for both spring( May 29,30 and 31, 2024 ) and (November 11,12 and 13, 2024). Fall dates cleaning is a tentative date, weather permitting and WMHOA Director request of date change. Work is to performed Monday through Friday 8:00 am to 5:00pm . Work will be completed within five working days.
  - 1.4 Total number of buildings to have gutters cleaned is 105. This include 51 townhouse(double units), 52 villas, one(1) clubhouse and one(1) clubhouse shed. Each building gutter cleaning price is \$80.00, each time the gutter is cleaned. All 105 buildings will be cleaned both in the spring and fall.
  - 1.5 Location of buildings are within Whispering Meadows community on South Davidson Dr, East 44<sup>th</sup> St. Ct. South, East 44<sup>th</sup> Terr Ct. South, South Atherton Ct, East 43<sup>rd</sup> Terr Ct South & East 44<sup>th</sup> St Ct. South.
2. **Contractor Responsibilities.**
  - 2.1 Contractor must provide proof of license to do business in the City of Independence prior to start of work.
  - 2.2 Contractor shall be responsible for all materials, manpower and equipments needed to provide the services described herein, and the Association shall cooperate in providing information needed by the Contractor upon request. Contractor's materials and equipments must be removed from the Association's property at the end of the workday.
3. **Subcontractors and Suppliers.** Contractor agrees to indemnify the Association for any costs and/or expenses, in whole or in part, that are due any subcontractor or suppliers for services provided under this Agreement. Subcontractors materials and equipment must be removed from the Association's property at the end of each work day.
4. **Term, Renewals and Termination.**
  - 4.1 Term and Renewals. The term of this Agreement shall begin **May 2 2024**, and end **November 30, 2024**. The term may be extended or renewed for a specific period upon the mutual written agreement of the parties. Such extension or renewal must be a written Amendment to this Agreement signed by both parties.
  - 4.2 Termination. Each party reserves the right to terminate this Agreement with or without cause upon (30) days written notice to the other party. Each party reserves the right to terminate this Agreement immediately if the other party fails to comply with any of the terms and conditions herein.
5. **Compensation.**
  - 5.1 **Fees.** Choose below the language that is applicable to your specific contract. Delete what doesn't apply.
    - a. For and in consideration of the services actually received, the Association shall pay Contractor up to **sixteen thousand eight hundred dollars (\$16,800)** for the term of the contract period.
    - b. Each clean out will be **\$8,400**. Total cost for both cleanout for the year 2024 is **\$16,800**.
  - 5.2 **Payments.**

- a. The Association agrees to pay all undisputed amounts to Contractor within (10) days of receipt of a properly itemized invoice for services already provided.
- b. The Association and the Contractor have agreed two payments will be made during 2024 contract. The first payment of eight thousand four hundred (\$8,400) will be made after the completion of the spring gutter cleaning in mid May. The second payment of eight thousand four hundred (\$8,400) will be made after the completion of the fall gutter cleaning in mid November.
- c. Any services that cause Contractor to so exceed the scope of services or any established line-item cost in this Agreement or Exhibit to the Agreement, without written consent of the Association, shall be performed at Contractor's sole risk and liability and the Association shall have no obligations, therefore.

**5.3 Performance.** No payment made under this Agreement shall be proof of satisfactory performance of this Agreement, either in whole or in part and no payment shall be construed as acceptance of deficient or unsatisfactory service.

- 6. **Order of Precedence.** In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.
- 7. **Rules and Regulations.** Contractor covenants and agrees that Contractor shall observe all the Association policies and procedures, as well as all rules, regulations and security requirement concerning the safety of persons and property. Upon the expiration or termination of this Agreement, all property and records associated with and belonging to the Association, which is in the possession of the Contractor, must be returned immediately to the Association.
- 8. **Liability Requirements.** Contractor agrees to maintain the following insurance throughout the term of this Agreement and any renewals or extension periods to this Agreement:
  - A. **Automobile insurance** - to include uninsured and underinsured motorist, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - B. **General Liability insurance** - in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - C. **Workers' Compensation insurance** - per Missouri Statutory required coverage amount, ref: RSMO Title XVIII, Chapter 287.
 Upon the execution of this Agreement, Contractor agrees to provide the Association proof of insurance which shall include the stipulations hereunder and state that such coverage will not be cancelled without thirty (30) days written notice. Failure to so provide or maintain any insurance as requested hereunder will not relieve it of any contractual obligation or responsibility herein.
- 9. **Damages.** Any damages done by the Contractor to the Association's property or the property of a homeowner within the Whispering Meadows community, will be the responsibility of the Contractor to pay for all repairs or replacement of such property.
- 10. **Whispering Meadows HOA Responsibility:** Contact to the Association will be Terry Waits, Board member, email [waitst@gmail.com](mailto:waitst@gmail.com). Cell phone# 816-516-7772. Home# 816-350-2216 or Jo Rhodes email [jorhodes1225@gmail.com](mailto:jorhodes1225@gmail.com). Or cell phone# 816-769-6983.
- 11. **Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri.
- 12. **Execution.** The parties have caused this Agreement to be executed by their authorized representatives on the date written below.

**Whispering Meadows Homeowner's Association**

By: Janis Schuberth Date: 3-29-24

Name: Janis Schuberth  
Title: WM HOA President


**Contractor Company Name**

By: Matthew Sherwood Date: 03-28-2024

Name: Matthew Sherwood  
Title: President Artisan Roofing & Guttering

# Signature Certificate

Reference number: QZBEA-YYEYE-6SG5N-SHZHQ

Signer	Timestamp	Signature
<b>Matthew Sherwood</b> Email: artisanroofingandguttering@proton.me		
Sent:	28 Mar 2024 14:21:36 UTC	
Signed:	28 Mar 2024 14:21:37 UTC	

IP address: 136.34.207.51  
Location: Kansas City, United States

Document completed by all parties on:  
28 Mar 2024 14:21:37 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



