

SERVICE AGREEMENT FOR Arbor Masters 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 **Arbor Masters**, (Contractor), a corporation with its principal place of business located at **8237 Coe Parkway, Shawnee, KS 66227** which has the authority to do business in the State of Missouri.

The Association desires to engage Contractor to provide **insecticide treatment** as specified below and in Exhibit A, Contractor's Proposal. (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 **insecticide treatment** services as specified below and in Exhibit A, Contractor's proposal.
 - 1.1 Provide 2-year control of Emerald Ash Borer with single application using microinjection technology to 42 Ash trees throughout the HOA, using TREE-age R10 insecticide (EPA Reg.No 74578-12).
 - a. Contractor must provide proof of license to do business in the City of Independence.
 - b. Contractor will provide a proof of liability Insurance.
 - c. Contractor will provide a W 9.
 - d. Warranties on product and or services
 - e. Contact person for the Association will be Jo Rhodes Treasurer HOA jorhodes1225@gmail.com. 816-769-6983 or Jennifer Cramer Vice President HOA, Landscape Director, jmccramer@yahoo.com. 816-914-4410
2. **Contractor Responsibilities.** Contractor shall be responsible for all materials, manpower and equipment 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 equipment must be removed from the Association's property at the end of each 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. Subcontractor's materials and equipment must be removed from the Association's property at the end of each workday.
4. **Term, Renewals and Termination.**
 - 4.1 **Term and Renewals.** The term of this Agreement shall begin April 15, 2024 , and continue until August 31, 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 10 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.** For and in consideration of the services received, the Association shall pay Contractor up to **Six thousand & three hundred dollars (\$ 6,300)** for the term of the contract period.
 - 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. 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.
- 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.
- C. **Workers' Compensation Insurance**- per Missouri Statutory required coverage amount, ref: RSMO Title XVIII, Chapter 287.
- 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. Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri.
- 11. 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 Schubert Date: 3/25/24

Name: Janis Schubert
Title: WM HOA President

Contractor Company Name

By: Albor Masters Date: 3/22/24

Name: Trevor Gleason
Title: Branch Manager

