

NOTE: A signed copy of Indemnity Agreement must be submitted with Service Contract

Potomac-Westmoreland Shores Civic Corporation

P.O. Box 251

Colonial Beach, VA 22443

SERVICE CONTRACT / BID

As the successful bidder for the year _____, Personal Service Grounds Maintenance Contract, I agree to the following terms and conditions:

1. I will perform the noted services as an independent contractor. I acknowledge that no employee/employer relationship exists between the Potomac-Westmoreland Shores Civic Corporation and my self. My work will not be subject to the supervision of any Corporate Officer, only final approval/disapproval by the Corporation's Building and Grounds Chairperson.
2. Mowing and trimming at each of the following areas: COST for 2A. - 2F = \$ _____
 - A. The Corporate pier and boat ramp area located in the cul-de-sac of Avalon Drive, housed on the north and south sides by wooden fences
 - B. The boat parking lot at the West end of Avalon Drive
 - C. The driveway leading to and the open area surrounding the Corporate Community Building located at 762 Shore Drive
 - D. The two (2) Westmoreland Shores beach entrances located at the Shore Drive intersections of Beach Drive and Alta Vista Drive. Each beach entrance is approximately 50 feet wide by 180 feet long
 - E. The Potomac Shores beach entrance located at the intersection of Shore Drive and Cedar Lane, South. This beach entrance is approximately 50 feet wide by 130 feet long
 - F. The Monroe Bay access at the intersection of Shore Drive and Holly Vista Drive. This access is approximately 12 feet wide by 180 feet long.
3. Additionally, clean up and cutting of overgrowth at the Community Center and Boat Parking Lot will be accomplished once a year at a cost of: \$ _____
4. Trash collection at the following areas: Pickup April through November/Service Provider to supply trash bags.
 - A. Corporate pier and boat ramp area
 - B. Beach area at the Shore Drive intersection of Beach Drive and Alta Vista Drives
 - C. Check beach area after holidays for trash removal COST FOR 4.A/B/C = \$ _____
5. Report of maintenance to beach areas:
 - A. During grass cutting on or near the beach areas, should I see some maintenance requirements I will report to the Building and grounds Chairperson my finds.
6. The term of this contract shall be for the period 1 April through 30 November.
7. The frequency of grass cutting and trash collection will be on an "as needed" basis and at the determination of the contractor with the following exceptions:
 - A. Grass will be cut at the corporate building prior the annual meeting (1st Saturday of June)
 - B. As a minimum Trash cans shall be checked and emptied (if needed) at least once per week. On the three day weekends (Memorial Day, 4th of July and Labor Day) the trash cans should be checked and emptied (if needed) the day before the start and the day after the holiday weekend.
8. The Contractor agrees to hold the Corporation harmless for any damage to his equipment or injury that he may sustain in the performance of this contract.

TOTAL COMPENSATION FOR THE CONTRACTED SERVICES will be: \$ _____.

Payment will be made based on a properly submitted invoice following completion of the work. If requested, payments may be made on a monthly basis using a prorated completion percentage.

President, PWSCC

Contractor

Date

Contractor Name: _____

Address: _____

Telephone Number: _____

SSN #: _____

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") made as of this _____ day of April, 2015 (the "Execution Date"),

BETWEEN:

Potomac Westmoreland Shores Civic Corporation (PWSCC)
of P.O. Box 251, Colonial Beach, VA 22443
(the "Indemnitee")

OF THE FIRST PART

And

(the "Indemnifier")

OF THE SECOND PART

BACKGROUND:

1. The Indemnitee (PWSCC) desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnities' (Gordon Hopkins Grass Cutting Service) participation in carrying out the grass cutting service contract Activity.
2. The Indemnifier wishes to minimize any hardship the Indemnitee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnifiers' participation in the Activity performed by Gordon Hopkins and his employees under the current year service contract for grass cutting and trash removal.

IN CONSIDERATION and as a condition of the Indemnifier and the Indemnitee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnitee agree as follows:

1. Definitions

The following definitions apply in the Agreement:

"Activity" means the following:

Whereas any and all services necessary to satisfy the conditions of the agreed upon service contract for grass cutting; and

Whereas each employee of the Gordon Hopkins takes individual responsibility for the conduct of himself; and

Whereas the employee acknowledges that inherent risks and potential hazards may exist while on corporate property and beach areas;

Therefore by signing this agreement the Indemnifier acknowledges, accepts and agrees to the Indemnitee, its officers' and directors' absence of liability for any loss or injury the employee may sustain through the execution of the agreed upon grass cutting service while on corporate property. In so doing, the Indemnifier agrees to hold the corporation harmless, its officers or directors to recover actual or perceived damages.

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Michael Liskiewicz

President, PWSCC

Date

Contractor Signature

Date

Contractor Name:

Address:

Telephone Number:

