

C O N T R A C T
2012 Operation Releaf Spring Planting Project

This Agreement entered into this 24th day of April, 2012 by and between GardenArt, 5720 N CR 225 West, West Lafayette, Indiana (hereinafter called the "Contractor") and the City of West Lafayette (hereinafter called the "City").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

ARTICLE 1. Engagement.

The Contractor hereby agrees to provide, deliver and install trees per the attached spreadsheet and do all things necessary to complete the 2012 Operation Releaf Spring Planting Project in West Lafayette, Indiana.

ARTICLE 2. Scope of Work.

The work involves the delivery and installation of 49 trees as specified in the attached quote and specification package.

ARTICLE 3. Product of the Work.

The Contractor will have completed the terms of this contract when the above mentioned work has been completed in accordance with the specifications, all required documentation has been submitted to the City and the work and documentation have been approved by the City.

ARTICLE 4. Payment.

The City agrees to pay the Contractor Eight thousand seven hundred dollars and no cents (\$8700.00). For payment an invoice must be submitted to the City in compliance with the City of West Lafayette's procedures. Partial payments will be made based upon the percentage of work completed and approved by the City. Payment will be made within thirty (30) days of submission of the invoice.

ARTICLE 5. Insurance and Bonding.

The Contractor shall have adequate insurance for this work. Insurance coverage must include workman's compensation, liability insurance, and indemnification. Contractor shall have proper bond with the City of West Lafayette.

ARTICLE 6. Termination of Agreement.

In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Agreement, or fails to proceed with or complete the work within the time limit specified in this Agreement, or if the provisions of this Agreement are otherwise violated by the Contractor, the City may send a written notice to the Contractor indicating he is in default of this Agreement. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease, the Contractor, by written notice, shall be declared in default, his right to proceed under the Agreement terminated, and the Agreement shall terminate.

ARTICLE 7. Indemnification.

The Contractor agrees to indemnify and hold harmless the City of West Lafayette and its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, and in liens arising out of any act or omission by the Contractor or any of its officers, agents, employees, or subcontractors. Such indemnity shall include attorneys' fees, all costs, and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 8. Enforcement.

Notwithstanding any term herein to the contrary, in the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including reasonable attorney fees.

ARTICLE 9. Severance.

The intent of the parties is that this Agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

ARTICLE 10. Contract Documents.

The contract documents include this Agreement, proof of insurance and contractor's quote. Said documents are hereby incorporated into and made part of the Agreement the same as if herein fully set forth.

ARTICLE 11. Records.

The Contractor will maintain proper records for review by the City.

ARTICLE 12. Date of Completion.

Work is to be substantially complete by June 1, 2011.

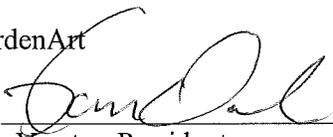
IN WITNESS WHEREOF, the Client and contractor have executed this agreement on the dates shown below.

City of West Lafayette

By: _____
Beverly Shaw/Greenspace Administrator

Date: _____

GardenArt

By:  _____
Dan Vawter, President

Date: 4/20/12

