

AGREEMENT TO PROVIDE SERVICES

This Agreement is entered into by and between the Urbandale Soccer Club, hereinafter referred to as "USC" or "the Club", and *TBD*, hereinafter referred to as "TBD".

WHEREAS, the Club requires field maintenance services at that location commonly known as the Urbandale Soccer Complex, located at 104th Street and Meredith Drive in Urbandale, Iowa, herein after referred to as "the Complex"; and,

WHEREAS, *TBD* is willing to provide field maintenance services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants set forth herein, USC and *TBD* agree as follows:

Article 1. Term of Agreement

1.1. The term of this Agreement shall be from the date of its first acceptance by both parties as indicated by the affixing of signatures until terminated by either party as provided below.

1.2 Either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party. In the event this Agreement is terminated without cause, USC shall pay *TBD* for services rendered to such date.

1.3. If either party fails to perform any of its obligations hereunder within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, USC may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, *TBD* shall be entitled to receive payment for all services rendered to such date.

Article 2. Services to be Provided

2.1 The grass at the Complex shall be mowed to a height specified by the USC Director of Fields at least twice weekly between April 1 and October 31.

2.2 Trimming at the Complex shall be performed on a time table appropriate to maintain a neat and trimmed appearance and create an optimum playing environment, but not less than every other week between April 1 and October 31.

2.3 Alterations in these schedules due to drought or excessive rain will be negotiated with and approved by the USC Director of Fields.

2.4 Nothing in this Agreement shall be construed to prevent *TBD* from providing additional services not contemplated herein to the Club for a fee to be negotiated.

2.5 USC will provide the equipment, fuel and maintenance required to complete the services outlined herein. (**OPTIONAL**)

Article 3. Liability Insurance

3.1. *TBD* shall provide USC with a valid certificate of insurance indicating Commercial General Liability Insurance limits not less than \$1,000,000, covering 3rd party bodily injury and property damage to include the following:

- Premise and Operations coverage;
- Contractual Liability covering liabilities assumed under this Agreement;
- Products and Completed Operations Coverage;
- Broad from property damage;
- Pollution liability coverage.

Article 4. Resolution of Disputes

4.1. Both parties shall continue to perform the obligations undertaken herein in the event of any dispute arising under this Agreement.

4.2. Both parties shall make a good faith effort to resolve such dispute through negotiation prior to the commencement of an action in any state or federal court.

4.3. No lawsuit pertaining to any matter arising out of or under this Agreement shall be instituted in any state other than Iowa.

Article 5. Notices, Bills and Payments

5.1. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

Urbandale Soccer Club
P.O. Box 7553
Urbandale, Iowa 50323

and when so addressed, shall be deemed given upon receipt via United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by notice pursuant to this Article.

|

Article 6. Compensation (Verbage dependent upon bid type)

6.1. As compensation for all services contemplated by this Agreement, *TBD* shall receive monthly payments of \$x,xxx paid on the 15th day of April, May, June, July, August, September and October or the 15th day of each month that services are performed.

6.2. USC shall reimburse *TBD* for any ancillary costs arising from the performance of the services outline in this Agreement no less often than quarterly, provided such ancillary costs are made known to the USC Director of Fields prior to their incursion. USC shall reimburse within fifteen (15) days of receiving *TBD*'s invoice for any such costs.

6.3. Compensation for services rendered in the first month of this agreement shall be prorated from the date the agreement is signed.

Article 7. Assignment/Delegation

7.1. Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

Article 8. No Third-Party Beneficiaries

8.1. There are no intended third-party beneficiaries of this Agreement.

Article 9. Merger

9.1. This writing is intended both as the final expression of the Agreement between parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Article 10. Due Performance

10.1. Each party of this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable ground for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

Article 11. No Waiver of Breach

11.1. The waiver of USC of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise of any subsequent breach of the same or any other term or promise contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

The Urbandale Soccer Club

Club Official

Winning Bidder

Dated: _____

Dated: _____

SAMPLE