



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered as of _____ day of _____, **2011**, by and between

“Contractor”

and

Chemawa Station LLC
9615 Grand Ronde Road
Grand Ronde, OR 97347

“CSLLC”

RECITALS

WHEREAS, Chemawa Station LLC , an Oregon limited liability company, wishes to retain _____, an Oregon corporation, to provide landscaping maintenance services on the Chemawa Station tract in Keizer Oregon (“Property”), owned by the Confederated Tribes of Grand Ronde and the Confederated Tribes of Siletz Indians (collectively “Owner”), and;

WHEREAS, Contractor is highly qualified in the skills, expertise, and professional competence to provide landscaping maintenance services, and desires to perform such services for the CSLLC;

NOW THEREFORE, for valuable consideration, the parties agree as follows:

1. Services Defined.

Contractor agrees to perform following services for CSLLC (hereinafter “Services”):

1.1 Part I – Routine Landscape Maintenance. Contractor shall provide the following routine maintenance services on a recurring basis as set forth on the Annual Maintenance Service Schedule attached as Exhibits A and B:

- a. Visit site twice each month
- b. Police site each visit; pickup and dispose of any trash
- c. Mow & blow as required (approx. 14 times a year)
- d. Edge lawn every other visit during growing season
- e. Fertilize twice a year
- f. Pick up/blow leaves as appropriate

- g. Trim/prune shrubs under 8 ft. as appropriate for appearance
- h. Maintain annual plantings
- i. Refresh bark dust, including cost of bark
- j. Provide tree service as required (includes hedges and shrubs over 8 ft)
- k. Exercise and Service Irrigation Systems

2.1 Part II – Specialty Mowing. Contractor shall provide specialty mowing services, the respective costs and specifications of which are set forth on the attached Exhibit C.

2. Charges and Payment

2.1 In consideration for satisfactory performance of the Services, CSLLC will pay Contractor for all Part I – Routine Landscape Maintenance Services under this Agreement a lump sum monthly payment of \$_____ and for all Part II – Specialty Mowing Services under this Agreement a total amount not to exceed \$_____ consistent with attached Exhibit C.

2.2 Contractor shall submit detailed monthly invoices for payment, with such supporting documentation as may be reasonably required by CSLLC. The invoices will specifically describe the services performed and all expenses charged, and include itemized costs to date. Upon receipt of invoices deemed satisfactory to CSLLC, CSLLC agrees to pay approved invoices within 30 days of receipt.

3. Term and Termination

3.1 The duration of this Agreement shall be one (1) year, unless terminated earlier as set forth below.

3.2 This Agreement may be terminated:

3.2.1 By CSLLC, with or without cause, upon ten (10) days written notice; or

3.2.2 Immediately upon notice, by either party, following a material breach by the other party.

3.3 Contractor will be paid for the Services performed to the date of termination. Upon termination of this Agreement, Contractor will prepare a final invoice for Services performed to the date of termination, and CSLLC will pay such approved invoice in accordance with paragraph 2 above.

4. Warranty, Limitations of Liability and Indemnity.

4.1 Contractor represents and warrants that it has reviewed and is familiar with all laws applicable to its performance of the Services and will comply with all such laws including, but not limited to, maintaining any required business and professional licenses. Before commencing any work under this Agreement, Contractor shall provide CSLLC copies of all applicable and current licenses, or a written assurance indicating that Contractor does not need any licenses to lawfully

perform the Services.

4.2 Contractor warrants that it will perform the Services in a workmanlike manner and commensurate with the standards of care, skill and diligence ordinarily exercised by members of the same profession performing similar services in Oregon.

4.3 Contractor will indemnify and hold harmless Owner, CSLLC, and their respective members, employees, and agents from and against any and all claims, demands, damages, liens, liabilities, penalties, fines, lawsuits, and other proceedings and related costs and expenses (including reasonable attorney's fees) to the extent arising out of or relating to Contractor's breach of this Agreement, or to the extent arising out of or relating to the negligence or willful misconduct, errors or omissions of Contractor, its employees, agents or subcontractors.

5. Independent Contractor.

The relationship between Contractor and CSLLC shall be limited to the rights and obligations of the parties under this Agreement. This relationship shall not constitute a joint venture, a partnership or an employer-employee relationship. Contractor is an independent contractor and employing unit and not an employee, agent, servant, or representative of CSLLC. Contractor will have no authority to transact business, enter into agreements or otherwise make commitments on behalf of CSLLC, unless expressly authorized in writing by CSLLC. Contractor will be responsible for taxes or contributions payable on its employees, including without limitation employee contributions, under federal or state laws, and for full compliance with record keeping, reporting and other requirements of such laws.

6. Insurance.

6.1 Contractor shall procure and maintain, at its sole cost and expense, the following insurance and professional liability coverage:

- (i) Workers' Compensation and Employers' Liability Insurance as prescribed by applicable law.
- (ii) Comprehensive General Liability Insurance (Personal Injury and Property Damage), contractual liability included to the extent insured under Contractor's current Comprehensive General Liability policy, the limits of which shall not be less than \$1,000,000 per occurrence.
- (iii) Automobile Liability Insurance (including coverage for owned, leased, used, hired, or borrowed vehicles), contractual liability included to the extent insured under Contractor's current Automobile Liability Insurance policy, with a combined single limit for both bodily injury and property damage of \$1,000,000 per occurrence.

6.2 The Comprehensive General Liability and Automobile Liability policies must contain an endorsement naming CSLLC, its members, employees and agents, as additional insureds with respect to liabilities arising out of the Services.

6.3 Before commencing any work under this Agreement, Contractor shall arrange for certificates of insurance evidencing the above coverage, naming CSLLC, its members, employees

and agents as additional insureds for the purpose of this Agreement, to be issued to CSLLC. The certificates will specify that CSLLC will be given, in writing, thirty (30) days advance notice to the extent practicable of cancellation, termination, or alteration of the policies.

7. General.

7.1 Contractor will not subcontract or assign any portion of the Services without CSLLC's prior written consent.

7.2 Unless specifically stated otherwise in this Agreement, all notices, document transmittals, and other submittals to be provided under this Agreement will be personally delivered or sent by first-class mail, postage prepaid, or by facsimile transmission or e-mail transmission (provided that sender's facsimile machine or e-mail service confirms the transmission was sent to the proper recipient) to the following addresses:

If to CSLLC: **Chemawa Station LLC**
9615 Grand Ronde Rd.
Grand Ronde, Oregon 97347
Attention: Ann Lewis
Telefax: 503.879.1329
ann.lewis@grandronde.org

With a copy to:
Chemawa Station LLC
2120 N.W. 44th Street, Suite D
Lincoln City, Oregon 97367
Attention: Stephen Larrabee
Telefax: 541.994.2142
slarrabee@stbcorp.net

If to Contractor:

Attention: _____
Telefax: _____
Email: _____

or to either party at such other address as such party may designate in a notice to the other party as its address for receipt of notices hereunder.

7.3 This Agreement and any referenced attachments, exhibits or schedules (which are incorporated herein by this reference) are the entire agreement between the parties and supersede all previous agreements or understandings between them. This Agreement may be modified only in writing signed by both parties.

7.4 Headings in this Agreement are for convenience of reference only and will not be used to construe the terms of this Agreement.

7.5 Waiver by either party of any breach of this Agreement will not be construed as a waiver of any other breach.

7.6 Should any provision of this Agreement, at any time, be in conflict with any law, rule, regulation or order, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

7.7 Should any suit or action be commenced in connection with any claims, dispute or other matters in question arising out of this Agreement or Contractor's Services, to obtain a construction of or enforce any provision of this Agreement, to rescind this Agreement, or to enforce or collect any judgment or decree of the court related to this Agreement, the prevailing party shall be entitled to recover its attorneys' and expert witness fees incurred prior to and during the trial, on review for appeal, and on appeal, as the court may adjudge reasonable.

7.8 All terms and conditions of this Agreement allocating liability between the parties shall survive the completion of the Services and the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement on the day and year first written above.

NAME

Chemawa Station LLC

By: _____

By: _____

Title: _____ Date

Chris Leno
Date

By: _____

Brenda Bremner
Date