

**SERVICE AGREEMENT  
FOR  
DOWNTOWN ROMEO FLORAL GROWING  
2025**

This Agreement is made between Jusko, herein referred to as CONTRACTOR, and the Romeo Downtown Development Authority, herein referred to as the CLIENT. The Client desires to retain the services of Contractor, and Contractor has agreed to provide services to the Client, pursuant to the terms, compensation requirements, and conditions set forth below.

1. CONTRACTOR: Jusko's Greenhouse  
29615 Armada Ridge Rd.  
Richmond, MI 48062  
586-727-4769
2. CLIENT: Romeo Downtown Development Authority  
141 S. Main St., Suite A, Romeo, MI 48065
3. ENGAGEMENT: Floral Growing 2025
4. ENGAGEMENT LOCATION: Downtown Romeo
5. CONTRACT TERM: November 1, 2024 - October 31, 2025
6. SCOPE OF WORK:
  - a. Growth and Delivery of All Plant Material for Hanging Baskets, Alleyways, Gazebo and Planter Boxes
    - i. Baskets must be delivered within the Romeo area as designated by the DDA by May 23, 2024 -weather permitting and during normal business hours
    - ii. Plant Materials for 98 - 23" Hanging Baskets: 20-24 shade loving
    - iii. Plant Materials for 40 - 28" Wraparound planter: 10-12 shade loving
    - iv. Plant Materials for Village Park Gazebo (Pavilion) and Rose Garden
    - v. Plant Materials for flower beds in Starkweather Alley, Marketplace Alley, Paton Manor Alley and Parker Alley
    - vi. Plant Materials for 8 large round Terracotta planters and 1 long rectangular planter
  - b. Hanging Baskets
    - i. Minimum of 8, 4 and 1/2" plants per hanging basket (plant type to be determined between Executive Director and Contractor). Proven Winner or equivalent quality plants.
    - ii. Minimum of 6 cascading to trailing plants per hanging basket (plant type to be determined between Executive Director and Contractor). Proven Winner or equivalent quality plants.



## Romeo Downtown Development Authority

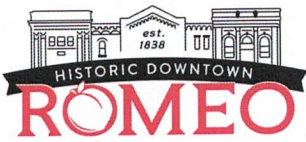
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- iii. Minimum of 9, 4 and 1/2" mounding plants per side of wraparound basket.  
(plant type to be determined between Executive Director and Contractor).  
Proven Winner or equivalent quality plants.
  - iv. Supply premium potting soil, wetting material, and slow release fertilizer in each basket, as needed
  - v. 2 fungicide applications minimum, pricing for additional above 2 if needed.
  - vi. Pick up baskets stored at DPW for planting.
  - vii. Delivery of all hanging baskets with plant materials "showing color"
- c. Alleyways, Gazebo (Pavilion) and Village Park
- i. 34 Flats of premium annuals (24 count)
  - ii. Delivery of all plant materials "showing color"
- d. 8 Round Planters and 1 Rectangular Planter
- i. 75 4" premium annuals
  - ii. 16 Large annuals (Cannis, King Tut or similar)
  - iii. Delivery of all plant materials "showing color"
- e. Fall Mums
- i. Baskets must be delivered within the Romeo area as designated by the Client by September 15, 2025 - weather permitting and during normal business hours.
  - ii. Plant Materials for 98 - 23" Hanging Baskets: 20-24 shade loving
  - iii. Plant Materials for 40 - 28" Wraparound Planters: 10-12 shade loving
- f. Project Completion:
- i. Delivery of summer plant materials and baskets by May 23, 2025
  - ii. Delivery of fall plant materials by September 15, 2025.
7. COMPENSATION
- a. Total cost: \$16,500
  - b. Payment Schedule
    - i. Due at Signing, November 2024 - \$5,000
    - ii. Upon Delivery of Summer Flowers - \$8,500
    - iii. Upon Delivery of Mums - \$3,000
  - c. With respect to any payments made to Contractors, Client shall not:
    - i. Withhold or pay FICA, Medicare or other federal, state or local income or other taxes or charges;
    - ii. Comply with or contribute to state workers compensation, unemployment, or other such governmental funds or programs.



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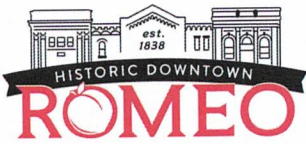
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Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Client agrees to utilize services of Contractor described in Section 6 Scope of Work herein.
2. The Client's relationship with Contractor shall be that of independent contractors, and nothing in this contract shall be construed to create an employer and employee relationship for any purpose. Contractors shall provide its trained employees onsite to manage and monitor the installation.
3. Contractor shall, at their own expense and in its own name, provide and keep in force during the Engagement Dates, the following insurance:
  - a. Commercial general liability coverage including products/completed operations, contractual liability, and personal injury coverage.
    - i. Commercial general liability coverage including products/completed operations, contractual liability, and personal injury coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Aggregate limits to be provided per project and per location. The certificate of insurance must contain, as an endorsement, the following language pertaining to the general liability coverage: "The Romeo Downtown Development Authority, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the Village of Romeo and within appointment of its operating budget including the Village of Romeo and the Romeo Downtown Development Authority are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the Village of Romeo or Romeo Downtown Development Authority." The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the Village of Romeo and the Romeo Downtown Development Authority.
  - b. Worker's Compensation clause:
    - i. Workers Compensation Coverage as required by the State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors, or a State issued exemption. Employer's liability limits of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 disease each employee. The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the Village of Romeo and the Romeo Downtown Development Authority.
4. Other Terms and Conditions:
  - a. Contractor agrees to perform all Services Provided as requested by the Client to the best of his/her/their ability and in accordance with generally accepted professional practices.
  - b. No verbal statement heretofore or hereafter shall affect or change this contract in any respect; any modification thereof must be made in writing and signed by all parties.
  - c. This contract shall be governed by the laws of the State of Michigan.



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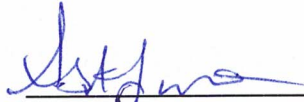
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- d. Contractors shall indemnify, defend, and hold harmless the Village of Romeo and the Romeo Downtown Development Authority, their officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, liabilities, or lawsuits arising out of any act, omission, or failure of the Contractor and/or any of its officers, agents, employees, and volunteers in satisfying the terms of this Agreement.
- e. In the event that the Engagement covered by this Agreement shall be prevented by any cause beyond the control of the parties, the Client has the sole discretion whether to reschedule or cancel the Engagement.
- f. The Client reserves the right to cancel this engagement for any reason, at any time, prior to 30 days preceding the engagement, voiding this contract and excusing the Client from making any payment or other compensation.
- g. Contractor agrees to provide a tax identification number to the Client on IRS Form W-9 and understands and agrees that payment by the Client to Contractor cannot be made until this information is received.

In witness whereof, the parties have signed this Agreement:

CLIENT: Romeo Downtown Development Authority

CONTRACTOR: Jusko's Greenhouse

  
 \_\_\_\_\_  
 Andrea St. Laurent

\_\_\_\_\_  
 Contractor Representative

Its: Chairperson

Its: \_\_\_\_\_

1-6-25  
 \_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DATE



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CONTRACTOR: Jusko's Greenhouse

\_\_\_\_\_  
Andrea St. Laurent

*Tom Jusko*  
\_\_\_\_\_  
Contractor Representative

Its: Chairperson

Its: Tom Jusko - Owner

\_\_\_\_\_  
DATE

12-17-24  
DATE

*I agree to all terms except for additional fungicide applications - those are the responsibility of caretaker (Sean).*

*Thanks - Tom Jusko*