

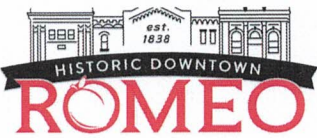


**SERVICE AGREEMENT
FOR
DOWNTOWN ROMEO FLORAL INSTALLATION & MAINTENANCE
2025**

This Agreement is made between Vans Valley Watering, 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: Van's Valley Watering, LLC
157 W St. Clair Street
Romeo, MI 48065
2. CLIENT: Romeo Downtown Development Authority
141 S. Main St., Suite A, Romeo, MI 48065
3. ENGAGEMENT: Floral Installation & Maintenance 2025
4. ENGAGEMENT LOCATION: Downtown Romeo
5. CONTRACT TERM: November 1, 2024 - October 31, 2025
6. SCOPE OF WORK:
 - a. ~~Hanging And Installation Of All Hardware, Planted Hanging Baskets, Planting Of Plant Materials~~
 - i. ~~Hardware Installation and Removal~~
 1. ~~Installation of all hardware on existing poles by May 23, 2025, on which to hang the following baskets:~~
 - a. ~~98-23" Hanging Baskets~~
 - b. ~~40-28" Wraparound planters~~
 2. ~~Brackets and hardware must be picked up from the Romeo DPW, during normal business hours (7am-3pm) and installed within the Romeo area as designated by the DDA by May 30, 2025 - weather permitting.~~
 3. ~~Removal of hardware and hanging baskets by November 1, 2025. Hardware to be delivered, organized and stored at Romeo DPW.~~
 - b. On Site Planting
 - i. Planting of Planting Materials Provided and Delivered by Grower at the following locations:
 1. Landscape Beds and Planter Pots
 - a. 8 Terracotta & 1 Large Rectangular Planter Pots
 - i. 1 Planter by the Police Station/City Hall (W. St. Clair and alley edge)
 - ii. 1 Planter in front of Masonic Lodge (on Main Street)

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.
 - 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.



Romeo Downtown Development Authority

141 S. Main St., Suite A, Romeo, Michigan 48065

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info@romeodda.org

www.downtownromeo.net

- 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: Van's Valley Watering, LLC



 Andrea St. Laurent



 Contractor Representative

Its: Chairperson

Its: owner

1-6-25

 DATE

1-6-2025

 DATE