

Date: _____

Name
Address
Address

Re: Mowing Program Agreement

Dear Property Owner:

This letter agreement between the City of Runaway Bay, Texas (“City”) and you, _____ (“Owner”), as the property owner of _____ (“Property”), whereby Owner is requesting the City, or the City’s contractor for mowing services (“Contractor”), to mow the Property. By signing this agreement (“Agreement”), Owner and the City of Runaway Bay, agree to the following terms:

1. The City has established a Mowing Program which provides mowing services (“Services”) to owners of property within the City for the mowing season which normally starts in April and ends in the succeeding September (“Season”).
2. The City, or its contractor, will provide Services at the price as set forth by Ordinance, for a maximum of three (3) mows per Season.
3. Owner agrees to pre-pay the City for the annual cost of the Services. Payment must be in full, as lump sum, for the entire Season.
4. **Payment must be received upon execution of this Agreement in advance of the initiation of the Mowing Program**, failure to receive payment in accordance with the terms of this Agreement shall result in a delay of Services or failure to be included in the Services to be performed.
5. The term of this Agreement is one year beginning on the date written above. This Agreement may be renewed for up to three (3) additional one-year terms.
6. Owner acknowledges that the City is not responsible for delay in Services caused by inclement weather, or any other reason that would cause issues to arise with the performance of Services. Further, Owner will not hold the City or the Contractor responsible for re-mowing the Property for any reason, other than the City’s determination that the Contractor did not fulfill the terms of agreement between the Contractor and the City of Runaway Bay.
7. Notice for nonrenewal of this Agreement must be received not less than ninety (90) days prior to the end of the current term of this Agreement, or this Agreement will automatically continue. The City will not provide notice of an

upcoming renewal date; however, the City may provide an invoice of upcoming costs.

8. **OWNER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CITY OR CONTRACTOR AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CITY ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, CONTRACTOR, OR OTHER PERSONS FOR WHOM CITY IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, AND OWNER WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.**

Agreed:

OWNER

Signature

Name

Date: _____