

SERVICES AGREEMENT WITH T&C TRAPPING

This agreement for services is made as of this day _____, 2017, by and between T&C TRAPPING, an Illinois corporation ("Company"), and the VILLAGE OF ROMEOVILLE ("Village"). The Company and Village are referred to herein individually as a "party" and collectively as the "parties."

Witnesseth:

WHEREAS, Company engages in the business of performing services to trap nuisance wildlife in residential areas, and removing dead wildlife from residential areas; and

WHEREAS, Village seeks the services of Company to assist homeowners within the Village with the trapping of nuisance and the removal of dead wildlife from residential areas; and

WHEREAS, Company and Village desire to enter into this Agreement to memorialize their agreements regarding the Company services to be provided to homeowners within the Village.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Village agree as follows:

ARTICLE I

ENGAGEMENT

1.1 Engagement: Village hereby engages Company to provide the Company services described in Article 4 herein, and Village hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Company: Company hereby represents and warrants to Village that, at all times during the term of this Agreement, Company is an Illinois corporation duly organized, validly existing and in good standing under the laws of the State of Illinois.

2.2 Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Village while this Agreement is in effect.

ARTICLE III

GENERAL RESPONSIBILITIES OF COMPANY

3.1 Company Services: Company agrees to perform the following services:

A. The trapping and removal of any raccoons, skunks, and opossums from private homes within the Village. Any other type or breed of animal will be the sole responsibility of the homeowner. This service includes five (5) days of follow up on the trap and re-baiting the trap, if necessary, and the removal of trapped raccoons, skunks and opossums.

B. The removal of dead raccoons, skunks or opossums from private homes within the Village. Any other type or breed of animal will be the sole responsibility of the homeowner. The availability of this service assumes that the animal to be removed is actually deceased. Animals required to be trapped shall be trapped as set out in 3.1.A above.

3.2 Time and Place of Performing Work: Company shall perform the services under this Agreement, upon the request of a Village homeowner at any suitable time that is mutually agreeable between Company and Village homeowner. Company will be responsible for calling Village homeowners who have requested Company's services and setting up appointment dates and times. Services under this Agreement will only take place outside the homeowner's dwelling.

3.3 Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement. Should any of Company's materials or equipment be damaged or stolen while engaged in a service as specified under this contract, the Village homeowner shall be responsible for compensating Company for such stolen or damaged materials or equipment. Village shall have no financial or responsibility to Company for stolen or damaged equipment under any circumstances.

ARTICLE IV

COMPENSATION OF COMPANY

4.1 Compensation for Company Services:

A. All Company services provided pursuant to Section 3.1.A of this Agreement will be billed at a reduced trap setting rate of \$105.00, of which the homeowner will be responsible for paying \$55.00 of the trap setting fee, and the Village will be billed for the remaining \$50.00 of the trap setting fee. The homeowner will also be responsible for paying a capture fee of \$95.00 for each raccoon, skunk, or opossum trapped. The \$95.00 for the capture of one animal will be payable by the homeowner at the start of service. In the event that a raccoon, skunk, or opossum is not trapped, Company will refund the \$95.00 capture fee directly to the homeowner at the end of service. Notwithstanding anything herein to the contrary, the Village shall only be responsible for a single onetime payment of the aforementioned sum of \$50.00 as a subsidy of the trap setting fee; in the event that subsequent nuisance animal issues require additional trapping services, Company acknowledges that it shall bill for such services at the rate provided for herein, but shall look solely to the homeowner for payment of all fees for such services.

B. All Company services provided pursuant to Section 3.1.B of this Agreement will be billed at a rate of \$125.00 for services provided on Monday through Saturday, and at a rate of \$200.00 for services rendered on a Sunday, of which the homeowner will be responsible for the payment of \$75.00 (or \$150.00 if on a Sunday) at the time of service, and the Village will be billed for the remaining \$50.00 of the fee for the removal of the dead animal from the homeowner's residence. Notwithstanding anything herein to the contrary, the Village shall only be responsible for a single onetime payment of the aforementioned sum of \$50.00 as a subsidy of the fee for the removal of the dead animal from the homeowner's residence. Company acknowledges that it shall bill the homeowner for the full amount of the fee due for any and all subsequent dead animal removals.

ARTICLE V TERMINATION OF AGREEMENT

5.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter.

ARTICLE VI INDEMNIFICATION

6.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Village harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement.

COMPANY:

T&C TRAPPING

Signature: _____

Date: _____

Name: _____

Title: _____

VILLAGE OF ROMEOVILLE:

Signature: _____

Date: _____

Name: _____

Title: _____