

# RUSTIC MOUNTAIN LLC

## WEED SPRAYING SERVICES AGREEMENT

This Weed Spraying Services Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, **2025** by and between **TETON COUNTY**, a political subdivision of the State of **IDAHO** ("County"), and **RUSTIC MOUNTAIN LLC**, located in Felt, Idaho. ("Contractor").

### 1. Scope of Work

Contractor shall provide noxious weed control services by spraying herbicides on the road right-of-way along designated County roads. All work shall be performed in accordance with applicable local, state, and federal laws, and in compliance with label directions of herbicides used.

### 2. Compensation

County shall pay Contractor at a rate of One Hundred Five Dollars (**\$105.00**) per hour for services rendered. Time shall be tracked and submitted in a detailed invoice by the Contractor, specifying dates, times, locations, herbicides used, and hours worked.

Total compensation under this Agreement shall not exceed Twenty-Five Thousand Dollars (**\$25,000.00**) without the express prior written consent of the County.

### 3. Term

This Agreement shall commence on **JUNE 12, 2025**, and shall continue until **OCTOBER 1, 2025** or until the not-to-exceed amount has been reached, unless terminated earlier pursuant to the provisions of this Agreement.

### 4. Termination

Either party may terminate this Agreement, with or without cause, by providing fourteen (14) days written notice to the other party.

## **5. Equipment, Materials, and Chemicals**

Contractor shall furnish all equipment, vehicles, and personnel necessary to perform the services under this Agreement. The County shall provide all herbicides and other chemical products to be used for weed control.

Contractor shall handle and apply chemicals in accordance with label instructions and all applicable laws and safety standards. Contractor is responsible for the proper handling, storage, and use of County-supplied chemicals during the performance of this contract.

## **6. Licenses and Insurance**

Contractor shall maintain:

- A valid pesticide applicator's license as required by state law.
- Commercial general liability insurance of at least \$1,000,000 per occurrence.
- Auto liability insurance covering all vehicles used in performance of this contract.
- Workers' compensation insurance as required by law.

Proof of insurance shall be provided to the County before work begins and upon renewal thereafter.

## **7. Independent Contractor**

Contractor shall perform the services as an independent contractor and not as an employee or agent of the County. Nothing in this Agreement shall be construed to create any partnership, joint venture, or employer-employee relationship.

## **8. Indemnification**

Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees from any and all claims, damages, liabilities, costs, and expenses arising out of or related to the Contractor's performance of this Agreement, except to the extent caused by the negligence or misconduct of the County.

## **9. Compliance with Laws**

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and codes in the performance of this Agreement, including but not limited to all applicable pesticide regulations.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of **IDAHO**.

## **11. Entire Agreement**

This Agreement contains the entire agreement between the parties and supersedes all prior understandings, written or oral, relating to the subject matter herein. Any modifications to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COUNTY

By: \_\_\_\_\_

Name:

Title:

Date:

CONTRACTOR

By: \_\_\_\_\_

Name:

Title (if applicable):

Date: