

KWIK TRIP, INC.
LAWN MAINTENANCE SERVICES VENDOR CONTRACT

«Vendor_Number»	Kwik Trip, Inc.
«Vendor_Name»	Store: «Store_»
«Vendor_Address»	«Store_Address»
«Vendor_City», «Vendor_State_» «Vendor_Zip»	«Store_City», «Store_State» «Store_Zip»

Vendor hereby agrees to perform Lawn Maintenance Services for the above referenced Kwik Trip store for the following term:

March 1, 2018 through February 29, 2020

This Contract supersedes any prior service contracts between Vendor and Kwik Trip for the location and services covered by this Contract.

I. Purpose:

Maintaining a clean, well-kept store is important to Kwik Trip because the safety of Kwik Trip’s guests, employees and vendors is a top priority. The condition and visual presentation of our store is important for promoting positive working relationships with the communities Kwik Trip services, and helps us present a good first impression to our guests. We look forward to partnering with you, our Lawn Maintenance Services vendor, to keep our store well-maintained.

II. Definitions:

1. “Kwik Trip” refers to Kwik Trip, Inc., its subsidiaries and affiliates.
2. “Vendor” means the company identified above as the “Vendor” including its employees, agents, representatives, subsidiaries, sub-contractors, and assignees.
3. “Lawn Maintenance Services” means landscaping services, including grass/lawn mowing, weeding, grass/lawn trimming, and removal and disposal of debris and trash
4. “Weed Management and Fertilization Services” means the application of fertilizers and herbicides to grass/lawn.
5. “Service Area” means the exterior of the store that the Vendor is responsible for maintaining by performance of lawn maintenance, weed management and fertilization services including any applicable drainage ditches, retention ponds and rain gardens.

III. Lawn Maintenance, Fertilization Services and Weed Management

All services must be performed in a timely, workmanlike manner so as to keep the Service Area in a clean and well-kept condition. Generally services should be conducted on a weekly basis, but the schedule may vary throughout the growing season and depending upon weather conditions. Vendor shall perform Lawn Maintenance Services, Fertilization Services and Weed Management on the Service Area as follows:

A. Lawn Maintenance Services:

From March through February or **throughout the growing season of each year**, Vendor must perform weekly Lawn Maintenance Services as follows:

1. Remove and dispose of all lawn maintenance debris and trash from all planting beds, lawn/grass covered and landscaped areas.
2. Perform grass/lawn trimming of the grass/lawn adjacent to any paved surfaces, landscape beds, and around any structures.
3. Inspect the grass/lawn to identify any turf problems and diseases/bugs.
4. Perform grass/lawn mowing.
 - The grass/lawn mowing should generally be conducted on a weekly basis, but the schedule may vary throughout the growing season and depending on weather conditions. For example, weekly mowing/trimming may be required in spring and less frequent mowing may be needed in the later summer months and into fall.
 - A consistent mowing schedule is important to the care and appearance of Kwik Trip’s stores. The majority of Kwik Trip Stores have a 95% Kentucky Blue Grass mix for lawn areas. In general, the following guidelines should be followed regarding grass/lawn mowing.

- o Kentucky Blue Grass should never be mowed to less than 1.5” in height. During periods of hot and/or dry weather, increase the mowing height to 2.25” or greater.
 - o Grass clippings do not need to be bagged if a mulching mower is used and excessive grass clippings are not visible after the grass/lawn mowing is completed.
 - o Remove and dispose of all grass clippings from all paved surfaces (e.g. sidewalks, parking lot, etc.). All grass clippings should also be directed away from landscape beds.
 - o Immediately notify store leader or other person in charge of the store of any problems with, or damage to, the irrigation system, any structures, landscaping, etc.
5. Some Kwik Trip locations will also have a “Prairie Mixture.” This area should not be mowed like a standard lawn. Mowing of “Prairie Mixture” areas should occur 1-2 times per year and at greater heights than adjacent lawn areas. Kwik Trip’s Store Engineering Department can assist with any questions regarding the mowing procedures for stores with “Prairie Mixture” areas. These areas should be maintained as follows:
- Drainage Ditch Weekly – remove all debris and garbage as needed.
 Monthly – cut monthly during May- September at greater heights than adjacent lawn areas.
 - Retention Ponds Weekly – remove all debris and garbage as needed.
 Monthly – cut monthly during May – September at greater heights than adjacent lawn areas.
 - Rain Garden Weekly – remove all debris and garbage, remove weeds as needed.
 Yearly – cut all plants to base once yearly in late Fall and remove all plant debris from rain garden.

B. Fertilization Services:

Vendor must perform Fertilization Services on the Service Area as required by the following fertilization schedule. The rate of application is based on the amount of nitrogen per 1000 square feet of grass/lawn area. If the grass/lawn area is unknown, Kwik Trip’s Store Engineering Department can assist in providing the calculations. Other nutrients, most notably potassium and phosphorus, will be present in the fertilizer. Many local governments now have restrictions on phosphorus applications in particular. Therefore, Vendor shall be responsible for complying with any and all Local City or Village ordinances relating to any restrictions on fertilization of grass/lawns.

Round	Month	Lbs. of Nitrogen/1000s.f.	Herbicides	Insecticides
1 st	March-April	.5- .75	Pre-emergence or post-emergence where needed	Where needed
2 nd	May-June	.5-.75	Pre-emergence or post-emergence where needed	Where needed
3 rd	July-August	.5-.75		Where needed
4 th	September – October	1.0	Post-emergence	Where needed

C. Weed Management:

Weed management services include all chemical treatment, manual removal, and disposal of weeds from all planting beds, cracks and joints on any paved surfaces, and lawn/grass covered areas. Weed management services can only be invoiced and performed no more than one time per week. Use of chemicals for weed control should be used only if needed and sparingly. These chemicals should only be applied by a licensed applicator and areas affected should have signs posted after application. In general, these applications will follow the grass/lawn fertilization schedule.

Vendor must provide Kwik Trip’s corporate office a copy of applicator(s) license(s) on an annual basis by April 1st or prior to any application.

IV. Additional Services

On occasion, additional services may be requested for the service area. (e.g. tree trimming, mulch, shrub replacement). The procedure for these services is as follows:

1. Vendor is to notify the store when the need for additional services arises.
2. Vendor is required to provide a cost estimate prior to the service performed.
3. If the additional service is approved, the store will contact the corporate office with approval and a work order number will be issued. The work order number will then be provided to the vendor and must be included on the invoice.

V. Safety Requirements

Vendor must comply with the following rules and safety requirements at all times while on any premises owned and/or operated by Kwik Trip, including, but not limited to, the Service Area as defined above:

1. Vendor must take all necessary safety precautions with respect to their work. The Vendor must comply with all safety measures initiated by «Vendor_Number» - 2018 – «Store_»

Kwik Trip and those required by the contract documents. The Vendor must comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property, including the Occupational Safety and Health Act and all laws, rules and regulations amendatory and supplementary thereto.

2. Vendor involved in unsafe acts or conditions will be directed to cease the work activity(s) until the condition(s) is brought into compliance. The costs to bring the work activity into compliance shall be incurred by Vendor and at no time will costs be charged to Kwik Trip. If Vendor fails to take the necessary actions to correct unsafe conditions, Kwik Trip may correct the deficiency and back-charge Vendor.
3. Kwik Trip must have authority to require the removal from the jobsite any employee of Vendor who fails to comply with the safety policies and program for the project and those required by law or directed by Kwik Trip.
 - 3.1. If any of Vendor's employee(s) are removed from this project as a result of safety violations; they cannot be transferred to another Kwik Trip project being serviced by Vendor.
 - 3.2. The removal of any Vendor's employees from the project shall in no manner affect vendor's obligation to perform its work in accordance with this Contract.
 - 3.3. Nothing contained in the disciplinary policy shall prohibit Kwik Trip from immediately removing from the project any employee of Vendor whose conduct constitutes a serious violation of any safety policy, regulation or requirement that could result in serious injury to any person or serious damage to any property.
4. Vendor must defend, indemnify, and hold harmless Kwik Trip, its agents and employees from and against all claims arising out of, or in connection with, their responsibilities regardless of whether they assisted or advised the vendor in fulfilling such responsibilities. In addition, the vendor must require each of their subcontractors to procure and maintain the same levels of insurance coverage as required from Vendor.
5. It is the responsibility of Vendor to communicate the demands of this agreement to their subcontractors. Vendor is the liable party for all fines and discipline created by the subcontractors. Vendor will ensure that Kwik Trip's safety policy is followed by the sub-contractors along with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property, including the Occupational Safety and Health Act and all laws, rules and regulations amendatory and supplementary.
6. Vendor must take all reasonable precautions for the safety of, and must provide all reasonable protection to prevent damage, injury or loss to:
 - 6.1. Everyone on the work site and all other persons who may be affected thereby.
 - 6.2. All the work, all materials and equipment to be incorporated herein, whether in storage on or off the site, under the care, custody or control of Vendor, and;
 - 6.2.1. All types of machinery, tools etc. shall be secured when not in use or in attendance.
 - 6.3. Other property at the site or adjacent thereto.
7. Vendor must erect and maintain as required by existing conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, disseminating safety regulations and notifying any parties which might be affected by the work.
8. All damage or loss to any property caused in whole or in part by the contractor or any of their subcontractors or anyone directly or indirectly employed by any of them shall be remedied by Vendor at Vendor's sole expense.
9. Vendor must wear eyewear which meets ANSI Z87.1 -2010 at all times when dangerous conditions exist. Suitable clothing for protection shall be worn on Kwik Trip sites. Hi- Vis Shirts with sleeves (at least t-shirt length) and full-length pants shall be required. No shorts, tennis shoes or tank- tops. Proper leather hard soled work boots and appropriate safety equipment shall be worn at all times when dangers are present.
10. Vendor must use ground fault circuit interrupters (GFCI) on all tools and equipment. All extension cords and power tools shall be properly guarded and inspected for damage.
11. Vendor must report all accidents/near-misses, property damage and general public incidents to the Store Leader immediately. A written accident investigation report must be submitted to Kwik Trip within 24 hours of all accidents, fatalities, near-misses, property damage and general public incidents.
12. Vendor must give each new employees a site safety orientation before they perform any services under this Contract. This orientation shall apply to safety rules of the project including all state and federal regulations.

Vendor hereby confirms and verifies that any persons performing services under this Contract are at least 18 years of age.

VI. Pricing

Vendor agrees to the pricing set forth in Exhibit A Lawn Maintenance Services Bid Form for the term of this Contract. Pricing is calculated on a per service basis with all services being performed in conjunction with each other and broken out by service type performed.

Vendor must implement programs and procedures to ensure compliance with the proper charging and reporting of any state and local sales and use tax in accordance with each States sales and use tax laws and any other laws and regulations that may apply to Vendor and/or the services performed under this contract. Proper handling of sales and use tax is required by law.

It is Vendors' responsibility to know and understand the sales and use tax implications on their type of business. In the event Vendor submits an invoice that is not correctly prepared, (e.g., incorrect sales tax rate, taxing or not taxing the correct charges, etc.) the invoice(s) will be returned to Vendor unpaid. Vendor will be required to submit a new invoice before Kwik Trip will make payment. If you are unsure as to the sales and use tax regulations related to your industry, Kwik Trip strongly encourages you to contact the state's department of revenue or your tax consultant. Kwik Trip will not assume any financial liability for sales or use taxed imposed on Vendor. If Kwik Trip is assessed a penalty and/or interest in a sales and use tax audit due to Vendor's negligence, Kwik Trip reserves the right to charge the Vendor for any penalties and/or interest incurred.

Vendor must indicate on invoice what line item(s) sales tax is being charged on. Failure to do so will result in non-payment of invoice.

VII. General Information

Vendor must use its own equipment for the performance of all services under this Contract.

In early Spring and prior to the performance of the Lawn Maintenance Services, Fertilization Services and Weed Management, Vendor must conduct a walk-through of the Service Area with the Store Leader documenting via pictures and reporting any pre-existing damages, problem areas, and for the purpose of verifying the Service Area. Vendor must provide all necessary contact information to the Corporate Office so that Vendor can be reached by Kwik Trip 24 hours a day, 7 days a week.

VIII. Indemnification

Vendor agrees to indemnify, defend and hold harmless Kwik Trip from any loss, damage, claim, liability, injury or cause of action, including reimbursement of attorney fees and expenses arising out of, or in any way relating to, Vendor's performance of its work under the terms of this Contract or due to any allegation that the condition of the Service Area or Vendor's services caused any loss, damage, claim, liability or injury. Kwik Trip shall have the right to select counsel to represent it and shall not be required to be represented by counsel chosen by, or representing, Vendor.

IX. Insurance

Vendor must maintain the following insurance coverage in full force and effect at all times during the effective term of this Contract, and must provide Kwik Trip with evidence of such insurance in the form of a standard Accord Insurance Certificate or other documentation acceptable to Kwik Trip prior to the effective date of the term of this Contract.

1. General Liability Insurance. General Liability insurance including coverage for bodily injury, property damage and personal and advertising injury with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate written on an occurrence basis on the most recent ISO Commercial General Liability Policy form or equivalent. Kwik Trip shall be named as additional insureds under such general liability insurance coverage, and such additional insured coverage shall be extended to Kwik Trip on a primary, non-contributory basis with any coverage issued to Kwik Trip being excess to the additional insured coverage.
2. Worker's Compensation Insurance. Worker's compensation insurance evidencing statutory state coverage and employers' liability insurance with minimum limits of \$500,000.
3. Automobile Liability Insurance. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with minimum limits of \$1,000,000.
4. Umbrella/Excess Liability. Umbrella/Excess Liability with minimum limits of \$1,000,000 per occurrence/aggregate.
5. All such insurance coverage shall be provided by an insurer with a rating of A-X or better by A.M. Best
 - Vendor is required to immediately provide notice of cancellation or non-renewal of any policies to Kwik Trip.
 - The name and address of the Additional Insured/Certificate Holder should be as follows: Kwik Trip, Inc and its Subsidiaries, 1626 Oak Street, La Crosse, WI 54603.
6. The insurance requirements do not limit Vendor's liability for claims or suits in excess of these limits.

Please be advised that Kwik Trip may review your insurance coverage and request changes to your insurance limits.

X. Payment Terms/Invoice Requirements

All services must be logged on the Kwik Trip Vendor Electronic Lawn Maintenance Log. It is Vendor's responsibility to check in with the store before beginning services and check out with the store upon completion to log all services completed on the store's Electronic Vendor Lawn Maintenance Log with a Kwik Trip Employee. Failure to do so will result in non-payment of services. All services must be billed within 30 days of completion or on a minimum monthly billing cycle.

Only invoices will be accepted for review of payment and all statements and other forms of billing will be rejected. Invoiced services must be limited to those specified on the contract bid form or payment will not be remitted. All invoices must include a unique invoice number referring to the date or location. All invoices must be computer generated and must be e-mailed to itscan@kwiktrip.com. Invoices for additional services are to be submitted on a separate invoice with the assigned work order number provided by the store. These invoices need to be submitted as soon as the work is completed. Vendor will be paid electronically via ACH direct deposit into Vendor's bank account. All invoices are required to include the following:

- **Vendor Name**
- **Vendor Number – Your Vendor number is located on the top left of your contract**
- **Vendor Address**
- **Vendor City**
- **Vendor State**
- **Vendor Zip Code**
- **Vendor Phone Number**
- **Vendor Invoice Number**
- **Kwik Trip Location (3 digit store number) – The store number is located on the top right of your contract**
- **Date of Services Performed**
- **Detailed Description of Services Performed**
- **Cost of Service**
- **Total Invoice Amount**

If vendor is contracted for multiple stores, an invoice must be submitted for each store. Multiple dates for one store are acceptable. Please omit a store's total remaining balance as payment will be remitted per individual invoice. Payments are remitted 30 days from Kwik Trip's receipt of invoice and after validation with the store's Vendor Lawn Maintenance Log. Disputes on invoice discrepancies must be submitted within 60 days of payment date. Vendor shall provide Kwik Trip with a current U.S. Internal Revenue Service W-9 Form. Vendor is committed to comply with all legal requirements and to implement programs and procedures to ensure compliance, including the proper charging and reporting of all applicable sales tax.

Please note that noncompliance with the stated invoice requirements will delay processing your invoices and may delay payments. Invoices not in compliance will be returned for correction.

XI. Termination

This Contract may be terminated prior to expiration of the Contract Term as follows:

- A. **Termination for Cause.** Kwik Trip shall have the right, in its sole and absolute discretion, to terminate this Contract for cause at any time effective immediately upon the mailing of written notice to Vendor (which may set forth that the termination is for cause but need not specify the facts constituting cause) in the following situations: (i) improper or unethical business practices by Vendor, its subcontractors and/or assignees; (ii) violation of any law, ordinance or regulation by Vendor or any of its employees, agents, representatives and/or assignees; or (iii) any other act or omission on the part of Vendor which may be detrimental to Kwik Trip's business or reputation or create safety or security concerns for Kwik Trip's guests, co-workers and other vendors.
- B. **Termination without Cause.** Kwik Trip or Vendor may terminate this Contract at any time without cause at the end of fifteen (15) days advance written notice to the other party. Further, Kwik Trip may terminate this Contract as it applies to any particular store or stores (at its sole and absolute discretion) at any time and without cause at the end of seven (7) days advance written notice to Vendor identifying the store locations affected by such termination.

XII. Governing Law

This Agreement and all disputes or controversies arising out of or relating to this Agreement, or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the internal laws of the State of Wisconsin, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Wisconsin.

XIII. Forum Selection Clause

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Each of the parties agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other party or its successors or assigns shall be brought and determined in the Court of La Crosse County of the State of Wisconsin, the courts of the United States of America for the District of Wisconsin, and appellate courts thereof, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating to it except in the courts described above in Wisconsin, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Wisconsin as described herein.

XII. Entire Agreement

This Contract contains the sole, complete and entire agreement and understanding between Kwik Trip and Vendor concerning the matters contained herein. There are no terms between the parties other than those contained in this Contract. The Contract may not be altered, modified or changed in any manner except by a writing duly executed by the parties, which, upon such execution, must be added to this Contract as an addendum. No statements, promises or representations have been made by the parties to another, or are relied upon, and no consideration has been or is offered, promised, expected or held out, other than as stated in this Contract. The parties are not relying on any representations other than those expressly set forth herein. All prior and contemporaneous discussions and negotiations have been, and are, merged and integrated into and superseded by, this Contract.

The terms and conditions of the following documents attached hereto are adopted and incorporated herein by reference and are a part of this Contract:

1. Lawn Maintenance Services Vendor Bid Form (Exhibit A)

XIII. Severability

In the event that any provision of this Contract is found to be invalid, void, illegal, against public policy or otherwise unenforceable in any respect, in whole or in part, by judgment, order, or decree of any court or other judicial tribunal of competent jurisdiction, then such provision or portion thereof is severable from the remaining terms or portions of this Contract, and it will not affect the validity of the remaining terms or portions, which must be given full effect as if the void or invalid term or portion had not been included herein.

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