

Lake Park Resort, Inc.

PO Box 3824 · Crossville, TN 38557 · 931-248-4366

ABC Excavating Between Landowner(s) and Contractor(s)

*This agreement is made this _____ day of _____, 20____, by and between _____, hereinafter called the **Contractor**, and **Lake Park Resort, Inc.**, hereinafter called the **Landowner**.*

- A. The Contractor agrees to _____, upon the terms and conditions hereinafter stated, by the Landowner in the town of Crossville, County of Cumberland, State of Tennessee.
- B. The Landowner stipulates that they are the sole owner of the said tract of land and have the full rights and power to contract in the manner specified herein.
- C. The Landowner further agrees to allow the Contractor to enter upon the above-described premises with their equipment for the purpose of _____

as is included in the terms of this contract.

- D. This agreement shall not be assigned in whole or part without the written consent of the Landowner.
- E. The Landowner shall not be liable for fire losses or accidents which may occur in connection with prosecution of work by the Contractor or their employees.
 - 1. Care shall be taken at all times by the Contractor against fire.
 - 2. Marking property lines is the Landowner's responsibility, establishing and clearly marking all applicable property lines.
 - 3. In addition to the foregoing laws, the Landowner and Contractor will comply with any and all other jurisdictional laws.
- F. Contractor (and subcontractor(s)) who enters upon the premises shall carry public liability, bodily injury, property damage, and automobile liability insurance while operating on Landowner's property, in amounts adequate to

protect Landowner against such claims; and Contractor hereby agrees to indemnify and hold harmless the Landowner against any such claims. Contractor (and subcontractor(s)) shall carry worker's compensation insurance under any applicable Worker's Compensation Act for all persons who enter upon the premises pursuant to this agreement; Contractor (and subcontractor(s)) hereby agree to indemnify and hold harmless the Landowner against any such claims under any Worker's Compensation Act and against any other claim(s) for personal injury or death which may arise from operations under this agreement.

- G. **Cancellation:** This agreement may be cancelled within 48 hours of the agreed upon starting date. If the Contractor fails to complete the agreed service(s), there will be a one-thousand-dollar (\$1,000) fine paid to the Landowner. If the Landowner decides to end the job before the agreed service(s) is completed, there will be a one-thousand-dollar (\$1,000) fine paid to the Contractor.
- H. Payments shall be made on a weekly basis if the length of term is longer than two weeks.

Landowner Signature

Date

Contractor Signature

Date