

GOOSE CONTROL TECHNOLOGY

A Division of Animal Damage Control Systems LLC.

SERVICE CONTRACT- 2025

THIS AGREEMENT is made as of **January 1, 2025** between **The Township of West Orange (the “Client”)** whose address is **66 West Main Street, West Orange, NJ, 07052** and **Goose Control Technology (the “Consultant” or the “Contractor”)**.

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada Geese problems on the subject property located at **all municipal park properties** Contractor agrees to perform such services under the terms and conditions set forth in this contract.

2. **Compliance with Law.** Consultant shall be responsible for obtaining a permit, on behalf of the Client, from the United States Fish and Wildlife Service (“USFWS”), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client, as the permit holder, to engage in the lawful control, and management of Canada geese located on the Property. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the Premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same. Consultant’s failure to obtain said permit(s) on behalf of the Client for reasons beyond the control of the Consultant shall not be deemed a breach of the terms and conditions of this Contract, but this agreement shall terminate and consultant shall promptly return any fee received.

3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce the Canada Geese population from the subject Property. These services will include nest treatment and permit facilitation/record keeping. The contractor shall provide all equipment, materials, and personnel necessary to facilitate any and all of these services. Upon the Consultant’s on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:

Egg Treatment @ 3 sites - \$3,000.00;

Permit facilitation/Record Keeping - \$475.00 – which has been paid by Client;

4. **Term.** The duration of this Agreement shall be for one year commencing on January 1, 2025, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor the total sum of \$3,475.00 for, permit processing and egg treatment minus the Permit facilitation/Recording Keeping fee of \$475.00 which has been paid by Client.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Property for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third-party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

7. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties including changes in the law concerning Canada Geese control and abatement activities.

8. **Warranties and Representations.** Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

9. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

10. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Property and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Property. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client.

Dated:_____

BY: Stephen Toth, Jr.
Principal Operating Officer

Karen J. Carnevale, Township Clerk
Dated:_____

Township of West Orange

BY: Susan McCartney
Mayor