

# Landscaping Contract

This Landscaping Contract (the “**Contract**”) is entered into \_\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (the “**Landscaper**”) and \_\_\_\_\_, with an address of \_\_\_\_\_, (the “**Customer**”), collectively the “**Parties.**”

1. **Landscaping Services.** The Customer wishes to obtain the Landscaper’s services to perform the following work.

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(the “**Services**”).

The Services are to be performed at the following address:

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(the “**Property**”).

The Landscaper agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, the Landscaper will remove all materials, supplies, and other debris.

2. **Changes in the Services.** The Customer may request reasonable changes to the Services described in Section 1. Any changes to the Services must be in writing and signed by both the Landscaper and the Customer. The Customer agrees that any changes to the Services may result in additional charges and modify the Schedule described in Section 3.

3. **Term and Schedule.**

- 3.1. For one-time, project-based services, the Landscaper will complete the Services in accordance with the following schedule. The Customer agrees that all dates are subject to change if the Customer requests any changes or additions to the Services. Completion date is further subject to weather conditions.

Start Date: \_\_\_\_\_

Substantial (\_\_\_%) Completion Date: \_\_\_\_\_

Full Completion Date: \_\_\_\_\_

3.2. For on-going, repeat services, the Landscaper will perform the Services every \_\_\_\_\_ weeks/days beginning \_\_\_\_\_ and ending \_\_\_\_\_.

4. **Payment Schedule.**

4. 1. For one-time, project-based services, the Customer agrees to pay the Landscaper the Total Payment specified below for the Services in accordance with the following schedule:

Upon execution of the Contract: \$ \_\_\_\_\_

Upon completion of \_\_\_ % of the Services: \$ \_\_\_\_\_

Upon completion of all Services: \$ \_\_\_\_\_

TOTAL AMOUNT DUE: \$ \_\_\_\_\_

The Landscaper agrees to provide the Customer a breakdown of all costs (i.e., materials and labor) upon the Customer's request.

4.2. For on-going, repeat services, the Customer agrees to pay the Landscaper \$ \_\_\_\_\_ per service visit. The Landscaper shall invoice the Customer every thirty (30) days. Invoices are due upon receipt. If payment is not received within thirty (30) days, the Landscaper may charge a five percent (5%) late fee.

5. **Representations.**

**Landscaper Representations.** The Landscaper will perform the Services in a workmanlike manner, in compliance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements.

**Customer Representations.** The Customer is the legal owner of the Property, or otherwise has authority to permit construction upon the Property. The requested Services are in accordance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements. The Customer has the financial ability to pay the Landscaper for the Services.

6. **Obligations.**

**Landscaper Obligations.** The Landscaper will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.

**Customer Obligations.** The Customer will provide the Landscaper, its employees, agents, and subcontractors reasonable access to the Property for the purpose of performing the Services.

The Customer agrees to keep the Property clear of all known and potential hazards. The Customer further agrees to keep all pets out of the work area of the Property.

7. **Insurance.** The Landscaper warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of the Landscaper or its employees and subcontractors.
8. **Subcontractors.** The Landscaper may engage subcontractors to perform work at its discretion, provided that the Landscaper shall fully pay any subcontractors and in all instances remain responsible for the proper completion of this Contract.
9. **Liability Waiver.** If the Landscaper, any of its employees, landscapers, agents, or the like are injured in the course of performing the Services, the Customer is exempt from liability for those injuries to the fullest extent allowed by law.
10. **Termination.** The Customer can terminate the Contract by giving written notice: (a) if the Landscaper commits any material breach of this Contract and fails to correct the breach within ten ( 10) days of notice of the breach; or (b) if there is any repeated failure by the Landscaper to provide the Services to an acceptable standard and to the reasonable satisfaction of the Customer.

The Landscaper can terminate the Contract by giving written notice: (a) if the Customer fails to make the payments required and set forth in Section 4 within five (5) days of notice of failure to make a payment; or (b) if the Customer commits any other material, non-financial breach and fails to correct the breach within ten ( 10) days of notice of the breach.

11. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing signed by both the Landscaper and the Customer.
12. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
13. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract.
14. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it

would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. **Waiver.** The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
16. **Applicable Law.** This Contract shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of laws provisions.

**BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CUSTOMER SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. THE CUSTOMER IS ENTITLED TO A COPY OF THIS CONTRACT.**

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Landscaper**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_