

# LAWN SERVICE LANDSCAPING AGREEMENT

## PARTIES

- This Lawn Service Landscaping Agreement (hereinafter referred to as the “**Agreement**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as the “**Landscaper**”) and \_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

## PROPERTY

- The location of the property where the Landscaper will perform his/her services is at \_\_\_\_\_.
- The Client warrants that he/she owns the property and/or holds the authority to engage the Landscaper in such activity.

## TERMS

- This Agreement shall be effective on the date of signing this Agreement (the “**Effective Date**”) and will end on \_\_\_\_\_.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

## SERVICES

- The Parties agree that the Landscaper shall perform the following landscaping services at the site of the property:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

**PRICE AND PAYMENT**

- The Client agrees to compensate the Landscaper an amount of \_\_\_\_\_ per hour and the Landscaper agrees to invoice the Client for the total amount of hours worked at the end of each month.
- The Parties agree that in the event that the invoices are not paid within thirty days of receiving them, the Landscaper will be entitled to charge a late fee of \_\_\_\_\_.

**RESPONSIBILITIES OF THE CLIENT**

1. To provide a clear image or map of the boundaries of the property to assist the Landscaper in not encroaching on another property.
2. \_\_\_\_\_  
\_\_\_\_\_.
3. \_\_\_\_\_  
\_\_\_\_\_.

**RESPONSIBILITIES OF THE LANDSCAPER**

1. To obtain any necessary permits to perform the services.
2. To clear the property of any debris upon the completion of the services each time.
3. To obtain liability insurance amounting to at least \_\_\_\_\_.
4. \_\_\_\_\_  
\_\_\_\_\_.
5. \_\_\_\_\_  
\_\_\_\_\_.

**INDEMNITY**

- The Parties agree not to indemnify and hold one another harmless. This also applies to their affiliates, agents, officers, employees, and/or successors. The Parties in this Agreement in addition agree to assign against all (if any) claims, liabilities, damages, losses, penalties, punitive damages, expenses, any arising reasonable legal fees and/or costs of any kind or any amount that may arise. This includes, but is not limited to, any amount which may result from the negligence of or the breach of this Agreement by the Party that is indemnified, its successors and assigns that occurs in terms of this Agreement.

- This section will remain in full force and tact as well as effect, even upon the termination of the Agreement naturally or the early termination by either of the Parties.

### **LIMITATION OF LIABILITY**

- Under no circumstances will either Party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of, or relating to, this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach.

### **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

### **ALTERNATIVE DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of \_\_\_\_\_.

### **AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- Accordingly, any amendments made by the Parties will be applied to this Agreement

### **ASSIGNMENT**

- The Parties agree not to assign any of the responsibilities in this Agreement to a third party, unless consented to by both Parties in writing.

### **ENTIRE AGREEMENT**

- This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

### **SEVERABILITY**

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

**SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

LANDSCAPER

CLIENT

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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