

LANDSCAPING CONTRACT

I. THE PARTIES. This Contract is made effective this day _____ by and between:

Contractor: _____ with a mailing address of
_____ (“Contractor”) and

Contracting Party: _____ with a mailing address of
_____ (“Contracting Party”).

Contractor and Contracting Party may be referred to herein individually as Party and collectively as Parties. This Contract may be referred to herein as the “Agreement”.

WHEREAS Contractor is in the business of landscaping;

WHEREAS Contracting Party has a need to hire a landscaping contractor;

NOW THEREFORE, the Parties agree as follows:

II. SCOPE. The scope of this agreement is that landscaping project, the specific nature of which is defined herein, to be completed by Contractor for the Contracting Party.

III. PRICE.

The total price for this project is \$ _____ .00.

IV. PROJECT DETAILS.

(Project details should include a description of the project, the significant materials to be used, and the equipment to be installed.)

V. APPROXIMATE START DATE. Date _____

VI. APPROXIMATE COMPLETION DATE. Date _____



VII. FINANCE CHARGE. (Select one)

- No finance charge applies to this Contract.
- A finance charge of \$ _____ .00 applies to this Contract.

VIII. DOWN PAYMENT. (Select one)

- A down payment is not required under this Contract.
- A down payment in the amount of \$ _____ .00 is required under this Contract.

IX. DOCUMENTS TO BE INCORPORATED INTO THIS CONTRACT. The following documents shall be attached to and incorporated into this Contract:

X. PAYMENT. Customer shall pay (Select one):

- remaining balance shall be paid in full upon completion of work.
- on a schedule of progress payments as follows:

- as detailed here:

XI. WORKERS' COMPENSATION INSURANCE. (Select one)

- Contractor has no employees and is exempt from workers' compensation requirements.
- Contractor carries workers' compensation insurance for all employees.

XII. COMMERCIAL GENERAL LIABILITY INSURANCE. (Select one)

- Contractor does not carry commercial general liability insurance.”
- Contractor carries commercial general liability insurance written by _____, which can be reached at _____ to check the contractor's insurance coverage.
- Contractor is self-insured.
- Contractor is a limited liability company that carries liability insurance or maintains other security as required by law. You may call _____ at _____, to check on the contractor's insurance coverage or security.

XIII. WARRANTY. All work shall be executed to industry standards and shall remain free from defects in workmanship for a period of _____ after Contracting Party's final payment. Approval by building inspectors shall constitute work having been completed to industry standards. This is the entire warranty; no other warranty is expressed or implied. Remedy shall be limited to a right to replace or correct at Contractor's sole discretion. This Warranty is non-transferrable and shall apply only to completed work hereunder. Incomplete work is not under warranty. For warranty claims, Contracting Party shall contact Contractor at the above address.

Contractor shall transfer manufacturer's warranties to Contracting Party to the extent that they are transferrable.

WARRANTY EXCLUSIONS: Contractor shall not be obligated to repair or replace, under warranty, any item installed, vegetation planted, or work performed that is damaged or fails as a result of Contracting Party's failure to properly care for or maintain it as instructed by Contractor either verbally or in writing.

XIV. TERM. The term shall be from time of execution to time of final payment unless otherwise terminated as provided herein.

XV. TERMINATION. This Agreement shall automatically terminate upon Contracting Party's delivery of final payment to Contractor, which shall indicate Contracting Party's acknowledgement that all of Contractor's obligations set forth herein have been met.

Contractor may terminate this Agreement early for any of the following reasons: 1) Contracting Party's material breach of this Agreement; 2) if any payment required hereunder is not made for a period of 30 days despite Contractor's written notice to remedy.

Contracting Party may terminate this Agreement early for any of the following reasons: 1) Contractor's material breach of this Agreement; 2) if Contractor stops work for reasons not permitted by this Agreement and the stoppage remains uncured for 30 days after Contracting Party provides Contractor written notice to remedy. Should Contracting Party terminate this Agreement prior to completion of work, Contracting Party shall pay

Contractor any outstanding debts for actual work completed and materials that have been delivered.

XVI. SUBSTANTIAL COMMENCEMENT OF WORK. A Substantial Commencement of Work shall be defined as the delivery of materials to the jobsite or the actual physical commencement of any of the work to be performed pursuant to this Agreement; either of which may occur first.

XVII. CHANGE ORDERS. Changes to the work that is to be performed under this Contract, including additions or subtractions to or from it, shall be accomplished by the use of a Change Order. Changes to the work to be performed hereunder shall be incorporated into the contract and shall become part of the contract only if it is in writing and signed by the parties prior to the commencement of any work covered by a change order. Change Orders shall describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

XVIII. PROPERTY LINES. Unless otherwise set forth in the description of work, property lines shall be determined by Contracting Party and Contracting Party shall bear all responsibility for the remedy of any issue that may arise because of disputed property lines. Contractor shall have the right to delay any work in a disputed area until such time that the dispute is resolved.

XIX. WEATHER DELAYS. Both Parties hereby acknowledge that reasonable delays may be expected due to inclement weather. Any such delay shall not be construed as Contractor's failure to perform its duties hereunder.

XX. DELAY FOR NON-PAYMENT. If Contracting Party fails to make any payment required hereunder, Contractor shall have the right to halt and delay any remaining work until payment is made.

XXI. TOXIC OR HAZARDOUS MATERIALS. Should Contractor or Contractor's subcontractors or their employees encounters any toxic or potentially hazardous materials then Contractor shall immediately halt work until such time that Contracting Party causes such condition(s) to be remediated by properly licensed specialists. All costs for remediation of toxic, hazardous, or potentially hazardous materials shall be borne by Contracting Party as additional costs.

XXII. BROOM CLEAN CONDITION. Upon completion of the work described in this Contract, Contractor shall leave the jobsite in broom-swept condition.

XXIII. MARKS FROM HEAVY EQUIPMENT. To complete the work defined herein, Contractor may use heavy equipment. Heavy equipment may leave marks on driveway, pavers, and other areas. Contracting Party hereby acknowledges the acceptability of reasonable scuffs and marks left by heavy equipment and shall not require that Contractor remedy them.

XXIV. NO FAULT DAMAGE. In the event that the jobsite or any of the work, improvements, equipment, appliances, or materials are damaged as a result of fire, vandalism, theft, flood or any other event beyond Contractor's control then Contractor shall not be required to repair such damage without it being considered an "extra" amount of work for which Contractor shall be normally compensated.

XXV. JOBSITE PREPAREDNESS. Prior to estimated start date, Contracting Party shall prepare the jobsite for work to commence by removing any equipment, rubbish, junk, or any other items that may limit Contractor's ability to commence work.

XXVI. PERMITS. Unless otherwise set forth elsewhere under this Agreement, Contractor shall be responsible for obtaining and paying for the permits required to perform the work described herein, except that Contracting Party shall be obligated to pay all taxes levied as a result of obtaining them.

XXVII. FORCE MAJEURE. If Contractor is unable to perform its obligations hereunder due to events beyond Contractor's control, which shall include but not be limited to fire, famine, flood, vandalism, acts of war or terrorism, extreme weather, Acts of God, and public health emergencies, then Contractor shall not be in breach of any of the covenants herein but shall be permitted to delay any work for the amount of time required for the event to be remedied.

XXVIII. MATERIALS PRICE INCREASE. If the price of any appliance, machine, or material should increase by more than 5% between execution of this agreement and the time of the item's purchase or rental, then Contractor shall be entitled to additional compensation commensurate with the actual increase in price of the appliance, machine, or material and shall be payable at the next progress payment, or final invoice, whichever is due first.

XXIX. EFFECT OF FINAL PAYMENT. By making the final payment pursuant to this Agreement, Contracting Party acknowledges that all work has been satisfactorily completed to industry standards; and that Contractor has performed all its duties and obligations hereunder.

XXX. INTELLECTUAL PROPERTY LICENSE. Contracting Party hereby grants Contractor a non-exclusive, non-transferable license to use, copy, and distribute images of the work, either in-progress or completed, that is covered by this Agreement, for Contractor's own marketing purposes. This license shall survive this agreement and shall remain in effect in perpetuity. Unless otherwise set forth elsewhere in this Agreement, Contractor may not incorporate any other of Contracting Party's identifying information in its marketing materials other than city and state where the work was performed.

XXXI. LIEN RELEASES. Upon satisfactory payment being made for any portion of the work performed, the contractor, prior to any further payment being made, shall furnish to

the person contracting for the home improvement or swimming pool work a full and unconditional release from any potential lien, claimant claim, or mechanics lien for that portion of the work for which payment has been made.

XXXII. JOINT CONTROL. Unless otherwise set forth hereunder, this Agreement does not provide for Contractor furnished joint control.

XXXIII. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without giving effect to principles of conflict of law.

XXXIV. OTHER TERMS AND CONDITIONS. Additional terms and conditions, if any, are as follows:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

Contractor Signature

Printed Name and Date

Contracting Party Signature

Printed Name and Date

