

# LANDSCAPING CONTRACT

This Landscaping Contract (hereafter referred to as the "Contract") is entered into as of **[DATE OF SIGNING]**,

**BY AND BETWEEN:** **[LANDSCAPER NAME]**, with an address of **[LANDSCAPER ADDRESS]**, hereinafter referred to as the "Landscape".

**AND:** **[CLIENT NAME]**, hereinafter referred to as the "Client", collectively referred to as the "Parties" have agreed to be bound by this Landscaping Services Contract.

## Landscaping Services

The Client desires to engage in business with the Landscape to carry out the following tasks:

- Design and plan landscaping areas for the Client's property
- Provide and install plants, trees, shrubs, and other materials
- Mow, trim, and aerate lawns
- Provide pest and weed control services
- Remove and dispose of any debris or unwanted materials from the Client's property
- *(Amend list and add any additional items here)*

The aforementioned services are referred to as "Landscaping Services", which will be performed at the Client's property. **[CLIENT NAME]** confirms he/she either owns the Property and/or holds the proper legal authority to engage with **[LANDSCAPER NAME]** for the Landscaping Services requested on the Property.

The Landscape will provide the labor, materials, and supplies needed to deliver the Landscaping Services as stated in this Contract. After the completion of the services, the Landscape will take away all materials, supplies and other debris.

## Schedule of Services

Starting on **[START DATE]**, **[LANDSCAPER NAME]** shall perform the Landscaping Services described herein once every week/month *(delete as appropriate)* until the contract is complete or is ended by either party.

Both the Client and/or the Landscape may terminate this Landscaping Contract for any reason by giving 14 days' notice in writing to the other Party.

## Modifications

The Client has the right to request alterations to the Landscaping Services as described in this Contract. All modifications to the Landscaping Services must meet the following criteria to be considered reasonable and subject to approval by both the Landscaper and the Client:

- **Technical Feasibility:** Any proposed alteration should be technically feasible and within the capabilities of the Landscaper.
- **Impact on Schedule:** The alteration should not significantly impact the agreed-upon Schedule of Services, and both parties should agree on any necessary adjustments to the timeline.
- **Additional Costs:** The Client acknowledges that modifications may result in additional costs. The alteration should be financially reasonable and acceptable to both parties, with a clear understanding of the cost implications.
- **Legal and Regulatory Compliance:** The modification should comply with all applicable local, city, state, and federal laws, regulations, and zoning requirements. Any required permits or licenses for the alteration should be obtained, and responsibility for the associated costs should be clarified.
- **Health and Safety:** The alteration should not compromise the health and safety of individuals or the property.
- **Documented Agreement:** Any proposed alteration must be documented in writing, specifying the nature of the alteration, the reason for the change, and the agreed-upon adjustments, including any changes to the Scope of Services or Schedule of Services.

Both the Landscaper and the Client must review and approve any proposed alterations in writing before they can be implemented. The Client acknowledges that approved alterations may lead to adjustments in the Schedule of Services and additional costs, as mutually agreed upon.

## **Payments**

In consideration for the Landscaping Services, [CLIENT NAME] shall pay [LANDSCAPER NAME] at the rate of [HOURLY OR DAILY RATE]. [LANDSCAPER NAME] shall invoice [CLIENT NAME] each month, and such invoices shall be due and payable within 30 days of the Client's receipt of the invoice.

## **Guarantee of Service**

The Landscaper agrees to carry out the Landscaping Services in a professional manner and as per the Schedule of Services, complying with all local, city, state, and federal regulations, particularly zoning and health and safety regulations.

### **Permits and Licenses**

The landscaper will obtain any necessary permits or licenses and will let the client know the estimated cost beforehand. However, the client is solely responsible for covering the cost of these permits or licenses.

### **Representations**

The Landscaper represents and warrants that they will perform the Landscaping Services:

- **Competently:** The Landscaper will perform the Landscaping Services with competence and professionalism.
- **Legal Compliance:** The Landscaper will adhere to all applicable legal guidelines, regulations, codes, and standards relevant to the Landscaping Services.

The Client acknowledges the Landscaper's commitment to meeting these representations throughout the duration of this Contract.

### **Obligations**

The Client has the following obligations:

- **Access Provision:** Provide unrestricted access to the Landscaper, their workers, associates, and subcontractors to facilitate the completion of the Landscaping Services. This includes allocating space for their vehicles, tools, and personnel.
- **Risk Mitigation:** Identify, address, and eliminate known or potential hazards or risks on the Property that could impede the safe and efficient performance of the Landscaping Services. These hazards may include but are not limited to:
  - Underground utilities (e.g., gas lines, electrical lines).
  - Irregular terrain, such as holes or unstable ground.
  - Overhanging branches or structures that pose a danger.
  - Any other safety concerns that may be encountered during the Landscaping Services.
- **Boundary Clarification:** Clearly communicate the boundaries of the Property to ensure that no one trespasses onto a third party's land during the Landscaping Services.

**Insurance**

The Landscaper warrants that they hold suitable insurance to cover any injuries or losses caused by their own employees, subcontractors, or themselves.

**Subcontractors**

At its own discretion, the Landscaper is permitted to employ subcontractors to perform the work, as long as they pay any subcontractors for their services and remain solely responsible for fulfilling the terms of this Contract.

**Liability Waiver**

Should any personnel involved in the Landscaping Services (including the Landscaper, employees, landscapers, agents, etc.) suffer injuries, the Client will not be liable, to the fullest extent permitted by law.

**Force Majeure**

The Landscaper holds no responsibility for any inability to comply with what has been agreed upon if it is caused by external forces such as natural disasters, weather events, acts of God civil disturbances, or any other unexpected occurrences.

**Entire Contract**

This contract outlines the full agreement between the two parties, replacing all previous agreements or contracts, both written and verbal. No changes to the Contract can be made unless both the Landscaper and the Client sign off on them in writing.

**Dispute Resolution and Legal Fees**

In the event that a dispute arises from this Contract, which cannot be settled through mutual understanding, the Parties agree to engage in mediation. If the issue cannot be settled through mediation and legal action is necessary, the successful Party will be awarded its legal expenses, including but not limited to lawyer's fees.

**Severability**

If any part of this Contract is determined to be invalid or unenforceable, the other parts will still be valid and applicable. If the court decides that any section of this Contract is not valid or enforceable, but can be made valid and enforceable by being limited, then it shall be deemed to have been written, interpreted, and enforced with that limitation.

**Applicable Law**

This Contract shall be governed and construed in accordance with the laws of the country or state in which the Property is located, without regard to conflict of laws provisions.

By signing below, the client acknowledges having read and understood this contract and that the client is satisfied with the terms and conditions contained in this Contract. The client should not sign this contract if there are any blank spaces. The client is entitled to a copy of this Contract.

The Parties have shown their agreement to the terms and conditions listed within this Contract by signing their names below:

**LANDSCAPER**

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Signed (signature)

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Print Name

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Address

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Date

**CLIENT**

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Signed (signature)

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Print Name

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Address

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Date