Prepared for [CLIENT COMPANY]  
by [LANDSCAPING COMPANY]

This Landscaping Services Contract (the “Agreement”) states the terms and conditions that govern the contractual agreement between [LANDSCAPING COMPANY] having its principal place of business at [ADDRESS] (the “Landscaper”), and [CLIENT] (the “Client”) who agrees to be bound by this Agreement.

WHEREAS, the Landscaper is engaged in the business of offering landscaping services; and

WHEREAS, the Client desires to retain the services of the Landscaper to render landscaping services conforming to the Client’s design and direction according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Landscaper and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

## ****1. The Property****

The location at which the Landscaper shall perform such services is located at [CLIENT ADDRESS] (the “Property”). The Client warrants and represents that the Client either owns the Property holds the authority to engage the Landscaper for the Landscaping Services requested on the Property.

## ****2. Term****

The Landscaper shall perform the Landscaping Services described herein once every [PERIOD] for [TOTAL TIME FRAME].

a. Either Party may terminate this Agreement for any reason within [NUMBER] days written notice to the other Party.

## ****3. Landscaping Services****

The Landscaper agrees that it shall perform the landscaping services described on Exhibit A attached hereto (the “Landscaping Services”). In the event the Client changes the scope of the Landscaping Services after executing this Agreement, the cost of services and/or materials may increase.

## ****4. Compensation****

In consideration for the Consulting Services, the Client shall pay the Landscaper at the rate of [WRITTEN DOLLAR AMOUNT] dollars ($[NUMERICAL DOLLAR AMOUNT]) per hour plus the cost of materials. The [TIME FRAME] estimated cost is [WRITTEN DOLLAR AMOUNT] dollars ($[NUMERICAL DOLLAR AMOUNT]), although this is just an estimate. The Landscaper shall invoice the Client once every [TIME PERIOD] and such invoices shall be due and payable within [NUMBER] days of the Client’s receipt of the invoice.

## ****5. Client Responsibilities****

The Client shall be responsible for the following to ensure the Landscape Services are sufficiently performed:

a. Accurately apprise the Landscaper as to the property lines of the Property to ensure the Landscaper does not encroach on any third party’s property.

b. Accurately apprise the Landscaper as to any subsurface utility and service lines including (but not limited to) electrical, telephone, and gas lines.

## ****6. Landscaper Responsibilities****

In performing the Landscaping Services, the Landscaper shall be responsible for the following:

a. Obtaining any permits required to perform the Landscaping Services.

b. Oversight of the materials to be purchased to perform the Landscaping Services.

c. Clean the Property and remove all debris after performing the Landscaping Services.

d. Obtaining liability insurance in a minimum amount of [WRITTEN DOLLAR AMOUNT] dollars ($[NUMERICAL DOLLAR AMOUNT]) per occurrence for bodily injury, death, and property damage.

## ****7. Promotion****

The Client hereby authorizes the Landscaper to take photographs of the Client’s property for the use of promoting the Landscaper’s Landscaping Services at the Landscaper’s discretion and grants the Landscaper the sole right in the intellectual property of any such photographs.

## ****8. Indemnification****

The Client agrees to indemnify, defend, and protect the Landscaper from and against all lawsuits and costs of every kind pertaining to the Landscaping Services, any false information delivered by the Client pertaining to the Property, or failure to deliver relevant information by the Client.

## ****9. No Modification Unless in Writing****

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

## ****10. Applicable Law****

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [STATE] and subject to the exclusive jurisdiction of the federal and state courts located in [COUNTY], [STATE].

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

[LANDSCAPING COMPANY]



[CLIENT]

