

**[DATE OF CONTRACT]**

Client No.:

This Contract is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_currently residing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and [NAME OF LANDSCAPING SERVICE PROVIDER]. For purposes of clarity, any single party will be referred to as "party" and collectively as "parties." The subject of this Contract is the landscaping service referred to as the “Services" at the premises described below within the terms and conditions of this Contract.

**ABOUT YOU**

|  |  |
| --- | --- |
| Name: |  |
| Home Phone: |  | Work Phone: |  |
| Mobile Phone: |  | Email Address: |  |
| Name of Proxy: |  |
| Contact Details: |  |

**SITE LOCATION**

|  |  |
| --- | --- |
| Building Name/No.: |  |
| City, State, Zip/Postal Code: |  |
| Country: |  |

**DESCRIPTION OF PREMISES (Use a separate sheet if needed.)**

|  |
| --- |
|  |
|  |
|  |

**SERVICES (Check all the services applicable to this Contract.)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ☐ | TREES | StakingSprayingFertilization | ☐ | DISEASE AND PEST CONTROL | Chemical Controls |
| ☐ | SHRUBS AND VINES | Pruning | ☐ | DEBRIS REMOVAL | Weekly CleanupRegular DisposalSweeping |
| ☐ | GROUND COVERS | Trimming | ☐ | SURFACES | RakingSoil Regrading |
| ☐ | LAWNS | MowingEdging | ☐ | IRRIGATION | Periodic OperationMonthly ReprogrammingMaintenance and RepairControlSprinkler Check/Inspection |
| ☐ | WEED CONTROL | Pre-Emergent ControlPost-Emergent Control | ☐ | REPLANTING AND EXTRA WORK | Replacement of dead plant materialOther work not specified herein |

For the work schedule and specifications, see Annexes A and B.

**TERMS AND CONDITIONS**

1. **Term and Termination**
	1. This Contract will be effective upon signing and will continue to be effective for a period of \_\_\_\_\_\_ months (the "Initial Term"). After the Initial Term, you will have the option to extend the term by continuing to avail of our Services.
	2. Your failure to furnish a notice to terminate within [N] days after the end of the Initial Term will be understood as your automatic agreement to extend the term.
	3. This Contract will terminate immediately: a) if you fail to make payments to us for [N] consecutive months; b) if we declare bankruptcy or insolvency; c) upon the continuance of a force majeure event for [N] months thereby rendering performance under this Contract impossible (see Section [N]. Force Majeure); and d) [ADD OTHER CONDITIONS OF IMMEDIATE TERMINATION].
	4. Both parties reserve the right to terminate this Contract any time for any cause provided that the terminating party will furnish a notice to terminate [N] days prior to their preferred termination date. All parties will perform all pending obligations prior to the termination date.
2. **Scope of Services:** We will provide ONLY the Services you select in the **SERVICES** portion of this Contract. All other services that you request which are not specified herein or were previously not selected during the signing of this Contract will be subject to appropriate additional charges. The Services we will provide will be limited to the location and premises described in **SITE LOCATION** and **DESCRIPTION OF PREMISES**, and according to the Work Schedule and Work Specification provided in Annexes A and B. We will not provide any service that is entirely unrelated to the nature of our business engagement or the nature of our business in general. We will not be responsible for any damage caused by factors beyond our control (e.g. natural and man-made disasters, vandalism, disease, etc.).
3. **Consideration:** In exchange for the performance of Services, you will pay us a monthly fee of [AMOUNT] (USD 0.0) (the "Monthly Service Fee") payable under the terms and conditions provided in the following section.
4. **Payment Terms**
	1. You will pay the Monthly Service Fee to every [N]day of the month (the "Due Date" commencing on the month after the signing of this Contract.
	2. The Monthly Service Fee will be paid via:

☐ Cash, personally to:

☐ Check, named to:

☐ Credit, under the account:

☐ Bank Transfer, to the account of:

☐ Others, specify:

* 1. We will provide you an official invoice [N] days before the Due Date. The invoice will reflect all the Services performed within that month and the corresponding costs for each Services totaling to the Monthly Service Fee.
	2. Additional services and late payments will be charged accordingly. Such additional charges will be reflected in the monthly invoice.
	3. If you wish to cancel one or more Services, you must furnish a notice to cancel the service (see Annex C) to us [N] days prior to the next Due Date. The individual service fee for each canceled service will be computed until the date that the cancellation became effective and will reflect a decrease in the invoice.
	4. You will reimburse all extraordinary expenses incurred in the performance of Services, provided that the expenses made are due to extraordinary circumstances that are not within the expected coverage of the Monthly Service Fee. We will furnish a reimbursement statement to you along with the monthly invoice. The reimbursement statement must declare all the extraordinary expenses incurred and the reasons for such expenses.
1. **Employees and Subcontractors:** We reserve the right to assign employees and hire subcontractors to perform the Services under this Contract. We will be solely responsible for delegating appropriate tasks and paying our employees and subcontractors their salaries and/or professional fees. We will be solely responsible for securing appropriate insurance and other benefits for our employees and subcontractors. We will provide our employees and subcontractors with all the tools, equipment, and materials necessary for the performance of the Services. We will provide you with the contact details of our subcontractors. However, you are restricted from directly making instructions to the subcontractors without our prior consent and approval.
2. **Access to Premises and Facilities:** You will provide us, including our employees and subcontractors, all reasonable access to the Premises for the purpose of this Contract. We will not enter any other area in the site location which is not included in the Premises described herein. You will further allow us to use your electric and water facilities for the performance of Services under this Contract, and you will provide us reasonable access to the comfort room nearest to the Premises.
3. **Authorizations:** You authorize us to take photographs and record videos related to the performance of Services in the Premises. You further authorize us to use all resulting images and videos for professional purposes only (business portfolio, online/social media functions, work documentation, promotional advertisements). We understand and agree to secure additional permission from you in the event that we will use your name for professional purposes.
4. **Insurance:** You will be solely responsible for maintaining an appropriate property insurance for the Premises.
5. **No Representation or Warranty:** Except as expressed or implied in this Contract, we make no other representation or warranty regarding our provision of Services.
6. **Indemnification:** We will not be held liable for any claims of action or damage resulting from your performance or non-performance under this Contract. Likewise, you will not be held liable for any claims of action or damage resulting from our performance or non-performance under this Contract.
7. **Guarantee of Service:** We will perform the Services in a professional and timely manner, and in accordance with all applicable local, city, state, and federal codes and laws, especially zoning and health and safety provisions. If you are not satisfied with our performance, we will provide you with a 0.0% discount on your Monthly Service Fee payable.
8. **Independent Contractor:** This Contract represents the business relations between a contractor (us) and a client (you). You are not our employer, and we are not your business partner.
9. **Force Majeure.** This Contract will be suspended for an initial period of [N] days upon the occurrence of natural disasters or man-made disasters/events. Natural disasters include floods, earthquakes, storms, tsunamis. Man-made disasters/events include fires, strikes, and government acts/orders/restrictions. Performance under this Contract will resume after both parties determine and agree that it is safe and reasonable to do so. If a force majeure event exceeds [N] days in duration or the event renders the performance of this Contract ultimately impossible, this Contract will be immediately terminated.
10. **Arbitration:** All disputes arising from this Contract will be resolved by arbitration. The arbitrator will be any person chosen and agreed upon by the parties. The arbitration will be performed on a date, time, and place set by the parties. The arbitrator’s decision regarding any issue raised will be final and irrevocable.
11. **Severability:** If any part of this Contract is proven to be invalid, all other provisions will not be affected by its invalidity.
12. **Waivers and Changes:** All waivers and changes to this Contract must be made in writing, and agreed upon and signed voluntarily by the parties.
13. **Choice of Law:** The laws of [STATE/COUNTRY] apply to this Contract. Any disputes arising out of this Contract which arbitration failed to resolve will be brought to and settled in the courts of [SPECIFY CITY OR STATE WITH JURISDICTION].
14. **Communication:** All communication to be made under this Contract will be done via email and telephone call.
15. **Composition:** This Contract constitutes the entire agreement by and between the Client and the Contractor and supersedes all prior communication, understanding, representations, and agreements, either written or oral, with respect to all matters covered in the Contract. All attached documents thereafter, and the introductory statements form part and parcel of this Contract.

**AGREED AND SIGNED:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| [REPRESENTATIVE NAME]Contractor |  | [CLIENT NAME]Client |

**ANNEX A**

**WORK SCHEDULE**

We will perform the Services according to the schedule plotted below. A check (☐) means that the activity should be done regularly, while an asterisk (\*) means that the activity will be done as needed.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **JAN** | **FEB** | **MAR** | **APR** | **MAY** | **JUN** | **JUL** | **AUG** | **SEP** | **OCT** | **NOV** | **DEC** |
| **TREES** |
| Staking | \* |  | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |  |
| Spraying |  |  | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| Fertilization |  |  | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |  |  |  |  |
| **SHRUBS AND VINES** |
| Pruning | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | \* | \* | \* | \* | \* |
| **GROUND COVERS** |
| Trimming | \* | ☐ | ☐ | ☐ | \* | \* | \* | \* | \* | \* | \* | \* |
| **LAWNS** |
| Mowing | \* | ☐ | ☐ | \* | ☐ | \* | ☐ | \* | ☐ | \* | ☐ | ☐ |
| Edging | \* | \* | ☐ | ☐ | \* | ☐ | ☐ | ☐ | ☐ | \* | \* |  |
| **WEED CONTROL** |
| Pre-Emergent Ctrl | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* |
| Post-Emergent Ctrl | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* |
| **DISEASE AND PEST CONTROL** |
| Chemical Controls | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* |
| **DEBRIS REMOVAL** |
| Weekly Cleanup | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| Regular Disposal | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| Sweeping | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| **SURFACES** |
| Raking |  |  | \* | \* | \* | \* | \* | \* | ☐ | ☐ | ☐ |  |
| Soil Regrading |  |  |  |  |  | \* | \* | \* | \* | \* |  |  |
| **IRRIGATION** |
| Periodic Operation |  |  | ☐ | ☐ | ☐ | ☐ | ☐ | \* | \* | \* | \* | \* |
| Monthly Reprogramming |  |  | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |  |  |
| Maintenance and Repair | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* |
| Sprinkler Control and Inspection | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* | \* |

**ANNEX B**

**WORK SPECIFICATIONS**

At [LANDSCAPING COMPANY NAME], we believe that proper maintenance is the key to sustaining the quality and health of your landscape and preserving the overall aesthetic intent and appeal of your intended design concept. The following specifications serve as our guide in maintaining the Premises covered under this Contract.

|  |  |
| --- | --- |
| **TREES** | **SERVICE SPECIFICATIONS** |
| Staking | 1. Maintain all the stakes and ties so as to properly support the tree.
2. Inspect the stakes and ties at least once every month to prevent the girdling or chafing of branches or trunks and rubbing which may cause bark wounds.
3. After one year, all tree stakes should be removed.
 |
| Pruning | 1. Unless exempted, allow all trees to grow into their natural form and size.
2. Prune trees for the purpose of structural strength.
3. Branches should be maintained at [N]-foot level above sidewalks.
4. Do not strip the lower branches. Cut lower branches when the tree is able to stand without staking.
5. Thinning of selected trees is allowed for the purpose of preventing wind damage.
6. Remove suckers, water sprouts, rubbing and heavy branches for wind resistance.
7. Trim trees according to their appropriate trimming schedule.
 |
| Spraying | 1. Spray trees according to their appropriate spraying schedule.
2. Apply product sprays as per their written specifications on their labels.
 |
| **SHRUBS AND VINES** |
| Fertilization | 1. Fertilize annually or as needed.
2. Fertilize actively growing plants over the end of the winter until early spring. Fertilizer application should be slow-release, complete, and lasting at a recommended application rate.
3. Observe all plants for signs of nutrient deficiencies. Correct deficiencies with appropriate treatment.
 |
| **GROUND COVERS** |
| Trimming | 1. Prevent encroachment by edging established ground covers near sidewalks and curbs. This must be done as often as needed.
2. Ground covers should not touch and/or cover shrub and tree crowns.
3. Cut background covers to remove the woody growth and facilitate plant vigor.
 |
| **LAWNS** |
| Mowing | 1. Mow lawns weekly during growing season and as needed during the winter season.
2. Maintain a consistent cutting height for lawn grass to prevent burning or scalping. Mowing height must be appropriate to each plant species.
3. Collect and dispose of excess grass cuttings. Do not leave any clippings unwept.
4. Alternate mowing patterns each week. This is to avoid the creation of ditches and compaction.
 |
| Edging | 1. Edge all lawn edges along sidewalks and curbs before mowing. Perform weekly during the springtime until fall, and as needed from late fall until the end of winter.
2. Use a blade type mechanical edger. Cut edges must be clean, straight lines.
3. Use a monofilament line trimmer to trim around obstacles within the lawn area. Ensure that trees and shrubs are not damaged or stripped by the line trimmer.
4. Edge lawn sprinkler heads for the sole purpose of proper water distribution.
 |
| **WEED CONTROL** |
| Pre-Emergent Control | 1. Treat all areas with decomposed granite or natural ground with pre-emergent herbicide twice a year: between mid-February and mid-March, and between mid-October and mid-November. Do not treat areas with wildflower seeds.
2. All plants applied with herbicide must be watered within [N] days of application.
 |
| Post-Emergent Control | 1. Keep all areas free from weeds via chemical and mechanical means.

 1. Select the appropriate herbicide for each weed type that will effectively control it. Consider also the location and season when selecting the herbicide.
2. Remove all weeds in paved areas such as curbs, gutters, sidewalks, and driveways.
3. Do not mow weeds.
 |
| **DISEASE AND PEST CONTROL** |
| Chemical Controls | 1. Apply chemical controls only as necessary. A licensed and qualified pest control applicator should be present every time chemical controls are applied. Apply chemical controls as permitted by law. Follow the manufacturer's directions.
2. Pesticides should be used only during circumstances that deem its application necessary. Healthy plants and lawns are expected to withstand minor disease and insect damage without controls.
3. In the event of high pest infestation or infection, the disease or insect must be identified properly in order to correctly determine and select the control to be applied.
 |
| **DEBRIS REMOVAL** |
| Weekly Cleanup | Remove all litter and trash on a weekly basis. |
| Regular Disposal | Dispose of all waste at appropriate disposal locations. |
| Sweeping | Keep all hardscape free from all litter and other debris weekly.  |
| **SURFACES** |
| Raking | Rake all areas with decomposed granite once every month. |
| Soil Regrading | Regrade all soil on a weekly basis. |
| **IRRIGATION** |
| Periodic Operation | 1. Operate irrigation at an appropriate seasonal schedule.
2. Use the least amount of water necessary to maintain plant growth, health, and vigor.
 |
| Monthly Reprogramming | 1. Reprogram irrigation controllers once every month. This is to match plant water needs with the irrigation rate.
2. Maintain an updated log of sprinkler station times. Provide the following details: controller location, scheduled days, start times, station location, station run time, end times, and employee signature and date.
 |
| Maintenance and Repair | 1. Employ qualified irrigation technicians to maintain and repair all irrigation systems on the premises.
2. Maintain a reasonable inventory of commonly used repair parts to promptly facilitate irrigation system repairs.
3. Replace irrigation system parts with the same brand, make, and model.
 |
| Sprinkler Control and Inspection | 1. Turn off the irrigation system when rainfall is sufficient to sustain the plants. Use an automatic rain shut off device if available.
2. No other person will perform irrigation and sprinkling except the designated employee.
3. Perform sprinkler check and inspection after mowing.
4. Report and flag detected water leaks and system malfunctions to the client.
 |
| Replanting And Extra Work | 1. We will be replacing plants that die due to the performance of services.
2. We will perform any extra work you require for landscaping services.
 |

**ANNEX C**

**NOTICE TO CANCEL SERVICES FORM**

Date:

We wish to cancel the following services beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

1.

2.

By:

Signature over printed name

Received:

Contractor