

LANDSCAPING CONTRACT

1. 1. Parties

This Landscaping Services Agreement (the "Agreement") is made on [EFFECTIVE DATE] between [LANDSCAPING COMPANY NAME], located at [CONTRACTOR ADDRESS] (the "Contractor"), and [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"). The Contractor and the Client are referred to individually as a "Party" and together as the "Parties." The primary contacts for scheduling, approvals, and billing are [CONTRACTOR CONTACT AND PHONE] and [CLIENT CONTACT AND PHONE]. Each Party represents that the person signing below has authority to bind that Party.

2. 2. Property, Site Access, and Utilities

The Contractor will perform services at [PROPERTY ADDRESS], covering approximately [TURF AND BED AREA, e.g., 12,000 square feet of turf and 900 square feet of planting beds] as shown on the site sketch attached as Exhibit A. The Client will provide access to the property during normal working hours of [WORKING HOURS], including gate codes or keys where required, and will keep gates unlocked on scheduled service days. The Client will provide access to water and an exterior electrical outlet where those are needed for the services. The Client will secure pets during each visit and will keep vehicles, toys, hoses, and furniture clear of turf areas so the crew can work safely. The Client is responsible for identifying and marking the location of irrigation heads and lines, landscape lighting, invisible pet fencing, septic components, and any other buried private installation before work begins.

3. 3. Scope of Landscaping Services

Each regular maintenance visit includes: [MAINTENANCE SCOPE, e.g., mowing all turf areas at the agreed height, string trimming around beds and obstacles, edging walks and drives, blowing clippings from hard surfaces, and a visual check of the property]. The following are performed on the schedule in Section 4 rather than every visit: [PERIODIC TASKS, e.g., shrub pruning, bed weeding, mulch refresh, fertilization, aeration, overseeding, leaf removal]. The following are excluded and quoted separately: [EXCLUSIONS, e.g., tree work above [TREE HEIGHT LIMIT] feet, stump removal, irrigation repair, hardscape construction, snow removal, pest and disease treatment, storm damage cleanup]. The Contractor will mow turf at a height of [MOWING HEIGHT] and will alternate mowing patterns where practical to reduce rutting and soil compaction. Clippings will be [CLIPPING HANDLING, e.g., mulched in place / bagged and removed] as selected by the Client.

4. 4. Seasonal Schedule and Service Calendar

Services follow this seasonal calendar: spring cleanup in [SPRING WINDOW]; weekly or biweekly mowing from approximately [MOWING SEASON START] through [MOWING SEASON END]; fertilization and weed control applications in [APPLICATION MONTHS]; pruning in [PRUNING MONTHS]; leaf removal in [LEAF REMOVAL WINDOW]; and [WINTER SERVICES OR DORMANT PERIOD] outside the growing season. Visits are normally performed on [SERVICE DAY] with an arrival window of [ARRIVAL WINDOW], and the crew may shift a visit by up to [SCHEDULE FLEX, e.g., two business days] to accommodate weather or route changes. During periods of rapid growth the Contractor may recommend increasing mowing frequency, and during drought or dormancy the Contractor may skip a mowing visit and will not bill for it if billing is per visit. If billing is a flat monthly or seasonal rate, that rate assumes the full calendar above and is not reduced for individual skipped visits caused by weather or dormancy.

5. 5. Weather, Growing Conditions, and Rescheduling

The Contractor will not perform mowing or applications during conditions that would damage the turf or create a safety risk, including saturated soil, lightning, high wind, extreme heat advisories, or frozen ground. Visits missed for weather will be performed on the next practical day, generally within [WEATHER MAKEUP WINDOW, e.g., five business days], and the crew may combine tasks to catch up. Chemical applications will not be made immediately before forecast heavy rain or in wind conditions that risk drift onto adjacent property. The Client understands that turf quality depends on watering, soil condition, sunlight, and weather that the Contractor does not control, and that the Contractor does not guarantee a specific appearance or color. Watering the property in accordance with the recommendations of the Contractor is the responsibility of the Client unless irrigation management is expressly included in the scope.

6. 6. Equipment, Materials, and Debris Removal

The Contractor will supply all labor, mowers, trimmers, blowers, hand tools, fuel, and transportation required for the services, and will maintain that equipment in safe working order. Materials such as mulch, fertilizer, seed, sod, soil amendments, and plants are billed separately at [MATERIAL PRICING, e.g., cost plus [MARKUP PERCENTAGE]] unless included in a quoted flat price. The Contractor will remove grass clippings, prunings, leaves, and other green waste generated by the services and dispose of them lawfully, unless the Client has designated an on-site compost or disposal area. Removal of debris not generated by the services, including construction waste, storm debris, and household items, is quoted separately. The Contractor will clean hard surfaces of clippings and debris before leaving the property on each visit.

7. 7. Pricing and Payment Terms

The Client will pay [RATE STRUCTURE, e.g., \$[PER VISIT RATE] per maintenance visit / \$[MONTHLY RATE] per month for the seasonal calendar in Section 4 / \$[SEASONAL CONTRACT PRICE] for the full season]. Invoices are issued [INVOICE FREQUENCY, e.g., monthly on the first business day] and are due within [PAYMENT TERM, e.g., 15 days] by [PAYMENT METHOD]. Balances not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum rate permitted by applicable law, whichever is less, and the Contractor may suspend service after written notice until the account is current. Returned payments are subject to a fee of [RETURNED PAYMENT FEE]. Prices may be adjusted for the following season with at least [RATE CHANGE NOTICE, e.g., 30 days] written notice before the renewal date, and fuel or material surcharges will be applied only if disclosed in writing before the work.

8. 8. Extra Work, Change Orders, and Storm Cleanup

Work outside the scope in Section 3 will be performed only after the Contractor provides a written estimate and the Client approves it in writing, including by email. Time-and-materials work, where used, is billed at [LABOR RATE] per crew hour plus materials and equipment charges at [EQUIPMENT RATE]. Storm cleanup, downed limb removal, and emergency response are not included in the maintenance rate and will be billed at the rates above, with the Contractor making reasonable efforts to respond within [STORM RESPONSE WINDOW] of a request. The Contractor may perform urgent work without prior approval only where necessary to prevent injury or further property damage and where the Client cannot be reached, up to a limit of [EMERGENCY WORK LIMIT]. All approved change orders become part of this Agreement.

9. 9. Term, Renewal, and Termination

This Agreement begins on [START DATE] and runs through [END DATE OR SEASON END], after which it renews automatically for successive [RENEWAL TERM, e.g., one-year] terms unless either Party gives written

notice of non-renewal at least [NON-RENEWAL NOTICE, e.g., 30 days] before the end of the current term. Either Party may terminate for convenience by giving [TERMINATION NOTICE, e.g., 30 days] written notice. Either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice, and the Contractor may terminate immediately if site conditions become unsafe for its crew. On termination, the Client will pay for all services performed and materials installed through the termination date, and any prepaid seasonal amount will be prorated and refunded within [REFUND PERIOD, e.g., 30 days]. Termination in the middle of a seasonal contract does not entitle the Client to a refund of work already performed, such as spring cleanup or a completed fertilization program.

10. 10. Independent Contractor Status

The Contractor is an independent contractor and not an employee, agent, or partner of the Client. The Contractor controls the crews, methods, equipment, sequence, and timing used to perform the services, subject only to the scope and calendar agreed here. The Contractor is solely responsible for wages, payroll taxes, income taxes, workers compensation, and any licensing for its personnel, and the Client will not withhold taxes or provide benefits of any kind. The Contractor may perform services for other properties and may route crews as it sees fit. No provision of this Agreement creates an employment or joint employer relationship between the Client and any crew member.

11. 11. Licenses, Pesticides, and Compliance

The Contractor will hold and maintain all business licenses, applicator certifications, and permits required to perform the services, and will provide copies on request. All fertilizers, herbicides, and pesticides will be applied by properly licensed personnel in accordance with label instructions and applicable regulations. The Contractor will notify the Client at least [APPLICATION NOTICE, e.g., 24 hours] before any chemical application, will post required notice signs on the property, and will advise how long people and pets should stay off treated areas. The Client will inform the Contractor in writing of any occupant sensitivity, beehive, vegetable garden, pond, or organic-only requirement before applications begin. The Contractor will comply with applicable watering restrictions, noise ordinances, and green waste disposal rules, and the Client will inform the Contractor of any HOA rule or municipal restriction affecting the property.

12. 12. Underground Utilities, Irrigation, and Property Damage

Before any digging, planting, edging below [DIGGING DEPTH, e.g., six inches], or stake installation, the Contractor will request a public utility locate as required by applicable law. Public utility locates do not cover private lines, so the Client is responsible for marking irrigation piping and heads, landscape lighting cable, invisible pet fencing, private gas or electric runs to outbuildings, septic tanks, and drainage systems. The Contractor is not liable for damage to unmarked private installations, but will notify the Client promptly of any damage and will offer to repair it at [REPAIR RATE]. The Contractor will exercise reasonable care around structures, siding, vehicles, fencing, and ornamental plantings, and is responsible for damage caused by its own negligence, including trimmer damage to bark and siding and mower damage to hardscape. The Client must report suspected property damage within [DAMAGE CLAIM WINDOW, e.g., seven days] of the visit so the Contractor can inspect the condition before further work or weather changes it.

13. 13. Insurance and Indemnification

The Contractor will maintain commercial general liability insurance of at least [LIABILITY COVERAGE AMOUNT, e.g., \$1,000,000 per occurrence], automobile liability for its vehicles, and workers compensation coverage as required by applicable law, and will furnish a certificate of insurance naming the Client as an additional insured on request. The Contractor will defend and indemnify the Client against third-party claims for

bodily injury or property damage arising from the negligence or willful misconduct of the Contractor or its crews. The Client will defend and indemnify the Contractor against claims arising from unsafe or concealed conditions on the property that the Client knew about and did not disclose, and from the failure of the Client to mark private underground installations. Neither Party is required to indemnify the other for that portion of a claim caused by the negligence of the indemnified Party. The indemnified Party must give prompt written notice of any claim and reasonable cooperation in the defense.

14. 14. Plant Warranty and Limitation of Liability

Plants, trees, shrubs, and sod supplied and installed by the Contractor are warranted to be alive and in good condition for [PLANT WARRANTY PERIOD, e.g., 90 days] after installation, provided the Client waters and cares for them according to the written instructions of the Contractor. The warranty covers one replacement of the same or comparable plant and does not cover loss caused by drought, flood, freeze, insects, disease, animal damage, vandalism, improper watering, or any change made by someone other than the Contractor. Annuals, seed, and transplanted existing material are not warranted. Neither Party is liable for indirect, incidental, or consequential damages, including lost use or diminished property value, and the total liability of the Contractor under this Agreement will not exceed the greater of the amounts paid by the Client in the [LIABILITY CAP PERIOD, e.g., twelve months] before the claim or the applicable insurance proceeds actually available. Nothing in this section limits liability for bodily injury caused by negligence where applicable law does not permit that limitation.

15. 15. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE] without regard to conflict of laws rules, and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE]. The Parties will first attempt to resolve disputes through direct discussion and then non-binding mediation in [MEDIATION LOCATION] before filing suit, and the prevailing Party may recover reasonable attorney fees and costs. This Agreement, together with Exhibit A and any approved change orders, is the entire agreement between the Parties and replaces all prior estimates, proposals, and verbal understandings; amendments must be in writing and confirmed by both Parties. Neither Party may assign this Agreement without written consent, except to a successor acquiring substantially all of the business of a Party. If any provision is unenforceable the remainder stays in effect, and neither Party is liable for delay or failure caused by events beyond its reasonable control, including severe weather, wildfire, drought restrictions, and supply shortages.

16. 16. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

CONTRACTOR: [LANDSCAPING COMPANY NAME]. Signature: _____. Printed Name:

[CONTRACTOR SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature:

_____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE, IF APPLICABLE]. Date:

[DATE]. This Agreement may be signed in counterparts, and electronic signatures have the same effect as originals.

17. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Landscaping work is subject to state and local licensing, pesticide applicator certification, utility locate requirements, water restrictions, and contractor registration rules that differ significantly by jurisdiction. Review and adapt this document for your property and your local requirements, and consult a licensed attorney or your insurer before relying on it for a large installation project. Use of this template does not create an attorney-client relationship with ScanContract.

