# Commercial Landscaping Contract

This **Commercial Landscaping Contract** ("***Agreement***") is entered into as of _____ ("***Effective Date***") by and between the following parties:

**Contractor**

_____

_____ _____

_____ _____ _____ _____

_____ _____

**Client**

_____

_____ _____

_____ _____ _____ _____

_____ _____

The Contractor and the Client may be referred to individually as a "***Party***" and collectively as the "***Parties.***"

**WHEREAS,** the Client owns, leases, or manages the commercial property identified in this Agreement and desires to obtain professional landscaping services;

**WHEREAS,** the Contractor represents that it possesses the personnel, equipment, experience, and qualifications necessary to perform such services;

**WHEREAS,** the Parties wish to establish the terms and conditions governing the Contractor's performance of landscaping services.

**NOW, THEREFORE,** in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows.

## 1. Services

The Contractor shall provide commercial landscaping services for the property located at:

**Service Location:**

_____ _____ _____ _____ _____ _____

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The services shall include those selected or described below:

| Service | Frequency | Included |
|---|---|---|
| Lawn mowing | | |
| Lawn edging | | |
| Trimming shrubs and hedges | | |
| Tree pruning | | |
| Weed control | | |
| Fertilization | | |
| Mulching | | |
| Seasonal flower installation | | |
| Irrigation system inspection | | |
| Irrigation system adjustment | | |
| Leaf removal | | |
| Parking lot and walkway blowing | | |
| Litter and debris removal | | |
| Snow and ice management (if applicable) | | |
| Other services | | |

The Contractor shall perform the services in a professional manner using commercially reasonable care and industry-accepted practices.

## 2. Service Schedule

Services shall begin on _____. The services shall continue according to the following schedule: _____

Regular Service Frequency: _____

Service Days: _____

Approximate Service Hours: _____

The Contractor may reasonably adjust service dates due to severe weather, hazardous site conditions, equipment failure, or other circumstances beyond its reasonable control. Any delayed services shall be rescheduled within a commercially reasonable period whenever practical.

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### 3. Term

This Agreement begins on the Effective Date and shall continue until _____, unless earlier terminated in accordance with the Termination clause.

If the Parties wish to continue their business relationship after expiration, they may execute a written renewal or extension.

### 4. Compensation

The Client shall compensate the Contractor as follows:

| Description | Amount |
| --- | --- |
| Initial Service Fee | |
| Recurring Service Fee | |
| Additional Services | |
| Emergency Services | |
| Applicable Taxes | |

Payments shall be due within _____ days after the Client receives a valid invoice.

Late payments may accrue interest at the lesser of _____ % per month or the maximum rate permitted by applicable law.

The Client shall reimburse the Contractor only for pre-approved expenses supported by reasonable documentation.

### 5. Additional Work

Services not specifically included in this Agreement shall constitute additional work. Before performing additional work, the Contractor shall provide the Client with a written description of the proposed services, estimated cost, and expected completion schedule. Additional work shall not begin until approved by the Client in writing.

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## 6. Client Responsibilities

The Client shall:

- Provide reasonable access to the property during scheduled service times.
- Maintain a safe working environment.
- Notify the Contractor of known underground utilities, irrigation components, concealed hazards, or restricted areas that may affect performance.
- Obtain any approvals or permissions under its control that are necessary for the Contractor to access the property.
- Promptly notify the Contractor of any concerns regarding completed services.

The Client acknowledges that delays caused by restricted access or unsafe conditions may affect service schedules.

## 7. Contractor Responsibilities

The Contractor shall:

- Supply the labor, equipment, and ordinary tools necessary to perform the services.
- Maintain personnel qualified to perform the contracted work.
- Exercise reasonable care to avoid unnecessary damage to the property.
- Remove ordinary landscaping debris generated during routine services unless otherwise agreed.
- Comply with applicable health, safety, and environmental requirements relevant to the performance of the services.

## 8. Materials and Plant Health

Unless otherwise stated, the Contractor shall supply ordinary landscaping materials required for routine maintenance.

The Contractor does not guarantee the continued health or survival of plants, trees, turf, or landscaping affected by drought, disease, pests, flooding, extreme temperatures, soil conditions, vandalism, improper irrigation, acts of third parties, or other conditions beyond the Contractor's reasonable control.

Replacement plantings or corrective work resulting from such conditions shall be treated as additional work unless otherwise agreed in writing.

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## 9. Irrigation Systems

The Contractor shall not be responsible for hidden irrigation lines, underground utilities, or irrigation defects that are not reasonably detectable during ordinary performance of the services.

If damage occurs because inaccurate property information or concealed conditions were not disclosed, the Client shall bear the reasonable cost of necessary repairs.

## 10. Property Damage

The Contractor shall promptly notify the Client of any property damage caused during performance of the services.

The Contractor shall repair or reimburse the Client for damage directly resulting from the Contractor's negligent acts or omissions, subject to the Liability clause.

Normal wear, incidental turf impressions from equipment, or unavoidable effects associated with ordinary landscaping operations shall not constitute property damage under this Agreement.

## 11. Insurance

Throughout the term of this Agreement, the Contractor shall maintain commercially reasonable insurance coverage appropriate for its operations, including general liability insurance and any other coverage required by applicable law or agreed by the Parties.

Upon reasonable request, the Contractor shall provide evidence of such coverage.

## 12. Independent Contractor

The Contractor performs the services as an independent contractor.

Nothing in this Agreement creates an employment relationship, agency, partnership, joint venture, or fiduciary relationship between the Parties.

The Contractor shall remain solely responsible for the compensation, supervision, and direction of its employees and subcontractors.

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## 13. Subcontracting

The Contractor may engage qualified subcontractors to perform portions of the services, provided that the Contractor remains responsible for ensuring that all services are performed in accordance with this Agreement.

## 14. Delays Beyond Reasonable Control

Neither Party shall be responsible for delays or failures to perform caused by events beyond its reasonable control, including severe weather, natural disasters, labor disruptions, governmental actions, utility interruptions, or other similar events.

The affected Party shall notify the other Party as soon as reasonably practicable and resume performance when the delaying condition has ended.

## 15. Confidentiality

Each Party shall protect confidential business information received from the other Party and shall not disclose such information except as required to perform this Agreement or as required by law.

This obligation survives the expiration or termination of this Agreement for _____ years.

## 16. Limitation of Liability

To the fullest extent permitted by applicable law, neither Party shall be liable to the other for indirect, incidental, special, consequential, or punitive damages arising from this Agreement.

The Contractor's aggregate liability for claims arising under this Agreement shall not exceed the total amount paid by the Client under this Agreement during the _____-month period preceding the event giving rise to the claim, except where such limitation is prohibited by law or results from fraud, willful misconduct, or gross negligence.

## 17. Indemnification

Each Party shall indemnify and hold harmless the other Party from third-party claims, damages, liabilities, costs, and reasonable legal expenses arising from the indemnifying Party's negligent acts, willful misconduct, or breach of this Agreement.

The Party seeking indemnification shall promptly notify the other Party of any claim and provide reasonable cooperation in its defense.

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## 18. Termination

Either Party may terminate this Agreement without cause by providing _____ days' prior written notice to the other Party.

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Materially breaches this Agreement and fails to remedy the breach within _____ days after receiving written notice;
- Becomes insolvent, enters liquidation, or ceases normal business operations; or
- Engages in unlawful conduct that materially affects performance under this Agreement.

Upon termination:

- The Contractor shall cease performing services unless otherwise directed in writing by the Client.
- The Client shall pay the Contractor for all properly completed services performed before the effective termination date, including approved additional work.
- Any provisions intended to survive termination, including Confidentiality, Limitation of
- Liability, Indemnification, Payment Obligations, and Governing Law and Dispute Resolution, shall remain in effect.

## 19. Notices

Any notice required under this Agreement shall be provided in writing and delivered personally, by recognized courier, certified mail, or electronic mail to the addresses designated by each Party.

A notice shall be considered received upon confirmed delivery or, for electronic mail, when transmission is not returned as undeliverable.

## 20. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, corporate reorganization, or sale of substantially all of its assets.

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## 21. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute through direct negotiations.

If the dispute cannot be resolved through negotiation within a reasonable period, the Parties agree to submit the dispute to mediation before commencing court proceedings, unless immediate judicial relief is necessary to protect legal rights.

## 22. Entire Agreement

This Agreement constitutes the complete understanding between the Parties concerning its subject matter and supersedes all prior discussions, negotiations, proposals, and agreements relating to the services.

## 23. Amendments

Any amendment or modification to this Agreement shall be made in writing and signed by authorized representatives of both Parties.

## 24. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in full force to the extent permitted by applicable law.

## 25. Waiver

A Party's failure or delay in exercising any right under this Agreement shall not constitute a waiver of that right or any other right under this Agreement.

## 26. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one agreement.

Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

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## Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

**Contractor**

**Name**

**Date**

**Signature**

**Client**

**Name**

**Date**

**Signature**

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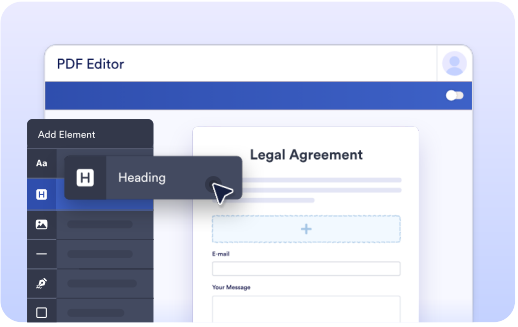
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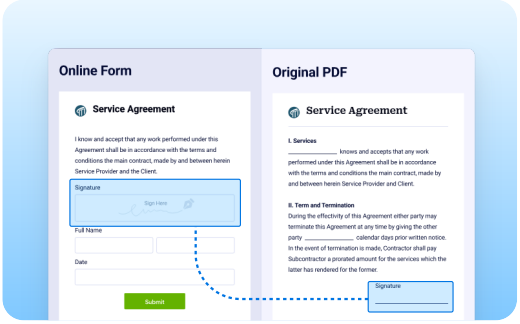
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