Landscape Maintenance Contract

This **Landscape Maintenance Contract** (“***Contract***”) is made effective as of _____ by and between the parties below:

Contractor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Client

_____

_____ _____

_____ _____ _____ _____

_____ _____

Contractor and Client may each be referred to as a “***Party***” and together as the “***Parties.***”

1. Property

Client retains Contractor to provide landscape maintenance services at the following property:

_____ _____ _____ _____ _____ _____

Client represents that it has the authority to authorize the services at the Property.

2. Services

Contractor will provide the recurring landscape maintenance services listed below:

Service	Frequency	Included Details
Lawn mowing		Mowing turf areas at an appropriate height for the season
Edging		Edging along lawns, walkways, driveways, and beds
Trimming		Trimming grass around obstacles and hard-to-reach areas
Debris removal		Removing ordinary clippings and debris created during service
Shrub maintenance		Light trimming of shrubs within reachable height
Weed control		
Seasonal cleanup		

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Services not expressly listed above are excluded. Excluded services include tree removal, work involving trees above _____ feet, pest treatment, irrigation repair, landscape design, planting, mulch installation, major pruning, hauling pre-existing debris, and repair of concealed or pre-existing property damage unless the Parties approve the work in writing.

3. Service Schedule and Weather Conditions

Contractor will normally perform services on or around _____. The schedule may change because of weather, soil conditions, equipment issues, holidays, access limitations, or other conditions that reasonably prevent safe or effective work.

If weather or site conditions delay service, Contractor will perform the work as soon as reasonably practical. A delayed visit does not waive Client's payment obligation for regularly scheduled services.

4. Term

This Contract begins on _____ and continues until _____.

After the initial term, this Contract will continue on a _____ basis unless either Party provides written notice of non-renewal at least _____ days before the end of the then-current term.

5. Fees and Payment

Client will pay Contractor as follows:

Charge	Amount	Due Date
Recurring maintenance fee		
Initial cleanup, if applicable		
Additional approved services		

Contractor will issue invoices _____. Client must pay each invoice within _____ days after receipt.

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Past-due amounts may incur a late charge of _____, to the extent permitted by applicable law. Contractor may suspend services after providing written notice if payment remains unpaid for _____ days after its due date. Suspension does not relieve Client of responsibility for unpaid charges or charges that accrue under this Contract.

6. Additional Work and Change Requests

Any work outside the Services clause requires Client's prior approval. Contractor may provide a written estimate, work order, or electronic approval request stating the additional scope, price, and expected timing.

Client is responsible for charges for approved additional work, including labor, materials, disposal fees, delivery charges, and applicable taxes.

7. Client Responsibilities

Client will provide Contractor with safe and reasonable access to the Property on scheduled service days. Client will keep gates unlocked, secure pets, remove movable items that may obstruct work, and identify any areas that Contractor must avoid.

Before work begins, Client will disclose known underground utilities, irrigation lines, drainage systems, electrical wiring, septic systems, hidden obstacles, property defects, and other conditions that may affect the services. Client is responsible for arranging any required utility-location services before excavation, aeration, planting, or other work that may disturb the ground.

Client will maintain adequate water access if watering is included in the Services.

8. Materials and Plant Health

Unless stated otherwise in writing, materials are not included in the recurring maintenance fee. Contractor will obtain Client approval before purchasing materials that result in an additional charge.

Contractor will use reasonable care when performing services but does not guarantee the survival, growth, color, flowering, or health of existing or newly installed plants, grass, trees, or shrubs. Plant health may be affected by weather, disease, pests, soil conditions, irrigation, animals, neglect, or conditions outside Contractor's control.

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9. Property Damage and Limitations

Contractor will perform services with reasonable care. Contractor will promptly notify Client of any property damage caused by Contractor that Contractor identifies during service.

Contractor is not responsible for damage resulting from concealed conditions, defective or improperly installed irrigation or utility lines, unmarked obstacles, ordinary wear, pre-existing conditions, acts of nature, or Client's failure to meet the Client Responsibilities clause.

Neither Party will be liable to the other for indirect, special, incidental, or consequential damages arising from this Contract. This limitation does not apply to damage caused by a Party's intentional misconduct, fraud, or liability that cannot legally be limited.

10. Insurance and Independent Contractor Status

Contractor will maintain commercially reasonable insurance appropriate for its operations and will comply with applicable licensing and safety requirements.

Contractor is an independent contractor and is not Client's employee, agent, partner, or joint venture participant. Contractor is responsible for its personnel, taxes, equipment, and operating expenses.

11. Indemnification

Each Party will protect, defend, and reimburse the other Party from third-party claims, losses, damages, and reasonable expenses arising from its own negligent acts, intentional misconduct, or breach of this Contract.

12. Termination

Either Party may terminate this Contract without cause by providing at least _____ days' written notice to the other Party.

Either Party may terminate this Contract for cause if the other Party materially breaches this Contract and fails to correct the breach within _____ days after receiving written notice describing the breach.

Upon termination, Client will pay Contractor for all services completed, materials ordered or installed, and approved charges incurred through the termination date. Contractor will return any Client property in its possession and remove its equipment from the Property within a reasonable time.

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13. Notices

Any notice under this Contract must be in writing and delivered personally, by recognized courier, by email with confirmation of transmission, or by mail to the addressesindicated in the first page of this Agreement.

A Party may update its notice information by giving written notice to the other Party.

14. Governing Law and Dispute Resolution

This Contract is governed by the laws of _____, without regard to conflict-of-law rules.

The Parties will first try in good faith to resolve a dispute through direct discussion. If they cannot resolve the dispute, either Party may pursue available legal remedies in the courts located in _____, unless the Parties later agree in writing to another dispute-resolution process.

15. General Terms

This Contract contains the complete agreement between the Parties regarding the services and replaces prior discussions or agreements about the same subject.

Any amendment must be in writing and signed by both Parties. A waiver is effective only if made in writing and applies only to the specific situation stated.

If any provision is found unenforceable, the remaining provisions will remain in effect. Neither Party may assign this Contract without the other Party's written consent, except that Contractor may use qualified subcontractors while remaining responsible for the services.

Electronic signatures and electronic copies of this Contract are valid to the fullest extent permitted by applicable law.

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16. Signatures

By signing below, the Parties agree to this Contract.

Contractor

Name

Date

Signature

Client

Name

Date

Signature

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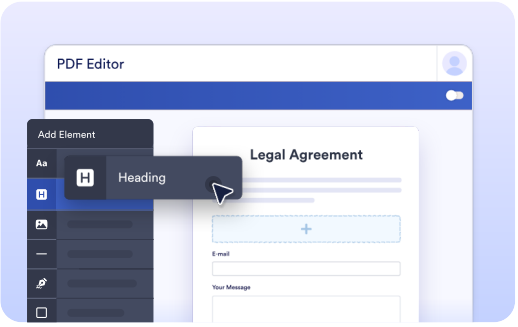
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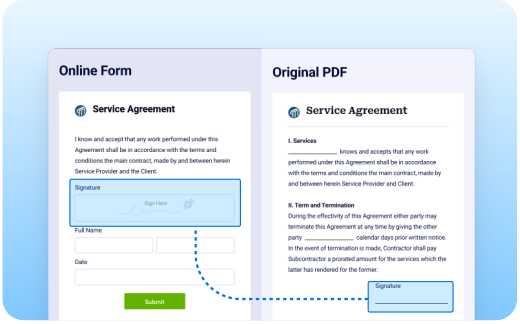
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