# Landscaping Contract

This Landscaping Contract, entered into on the [\_\_\_\_\_\_] day of [\_\_\_\_\_\_\_\_\_\_\_\_\_], [Year] between [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (hereinafter known as Client), and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (hereinafter known as Landscaper), whose official business address is [Street Address], [State Name], [Zip Code].

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| --- | --- | --- | --- |
| Telephone Number |  | Email Address: |  |

This contract applies to the property located at the following address:

|  |  |
| --- | --- |
| Street Name |  |
| Street Address: |  |
| City, State, Zip: |  |

Per this agreement, the project is scheduled to begin on [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], [Year]. The projected project completion date is [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], [Year].

## Terms:

The Landscaper agrees to provide the Client with the following landscaping services:

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The following plant materials will be used in the project:

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1. The Client agrees to pay [\_\_\_\_\_]% of the final estimated project costs at the beginning of the landscaping project and the balance within [\_\_\_\_\_\_\_\_] day(s) of project completion.
2. The Landscaper will not be held liable for work delays beyond his/her control. If the delay is caused by the Landscaper, the Landscaper agrees to pay a penalty of $[\_\_\_\_\_\_\_\_\_] per day for every day the project is late past an initial [\_\_\_\_\_\_] day grace period.
3. Any changes in work must be agreed to in writing by the Client and the Landscaper. The Client agrees to pay the Landscaper [\_\_\_\_\_]% of the new work costs at the time the new work is agreed to and the remaining balance upon the completion of the new work project.
4. The client agrees to pay the Landscaper any additional fees or costs incurred by the Landscaper because of new work.
5. The Landscaper shall retain ownership rights to any drawings and specifications created for the landscaping project. The Client may request a copy of the drawings and specifications provided all services have been paid in full.
6. The Landscaper will obtain any municipal building permits required before work begins.
7. The Client agrees to provide Landscaper with a map or survey of property lines.
8. The Client agrees to provide Landscaper with the location of all subsurface utility and service lines, including water and gas pipe lines and electrical lines. The Client assumes full responsibility for the accuracy of the information provided to the Landscaper and agrees the Landscaper will not be held liable for any damage caused by inaccurate or incomplete information.
9. The Client agrees to pay Landscaper any additional fees incurred due to subsurface or concealed properties that change the cost of the project, including hidden tree stumps, rocks, construction debris or any other material or substance not ordinarily found in the vicinity.
10. The Landscaper shall provide Client with proof of liability insurance and any other insurance or licenses required by law.
11. The Landscaper is responsible for abiding by all building regulations, fire codes, worker safety laws, and environmental protection laws. The Landscaper shall pay any fines or penalties associated with a failure to abide by legal regulations. Further, the Landscaper shall pay for any damages caused by the negligence of the Landscaper or an employee of the Landscaper.
12. The Client agrees to provide Landscaper with the property access needed to fulfill the terms of this contract.

## Warranties:

The Landscaper warrants workmanship for a period of [\_\_\_\_\_\_\_\_] year(s). The warranty for plant material is [\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

The following items are not covered by warranty by the Landscaper:

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All warranties shall be considered null and void if the Client defaults on payment, fails to take proper care of the project structure and plant materials, or if the damage is caused by weather or other disaster that is covered under the Client’s property insurance.

By signing below, both parties agree to the terms of the contract as written.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Printed Name Client |  | Signature, Client or Client Representative |  | Date |
|  |  |  |  |  |
| Printed Name Landscaper |  | Signature, Landscaper |  | Date |

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