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| Warning with solid fill   |  |  | | --- | --- | | ***AS ALWAYS, consult with a trusted lawyer or legal consultant to ensure this contract is covering 100% of your bases!!! This contract is simply a starting point to give your landscape business an excellent kickstart.   Service Autopilot is not responsible for any contract issues.*** | ***Text  Description automatically generated with medium confidence*** |   **NOTE:** All highlighting within the contract indicates these are areas where you’ll need to customize to fit the individual needs of your business. |

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Landscape Contract

This landscape contract is effective as of [X] day of [month], [year], between [landscape business name], seeking to provide landscaping services to [client first and last name], and [client first and last name] is seeking to secure these services from [landscape business name].

The client agrees to secure services from [landscape business name] and accepts all services and items listed in this contract, on the following terms and conditions:

Terms and Conditions

1. Extent of Work

[Landscape business name] promises to provide all material, services, and labor for the landscaping services of [property description] located at: [property address], hereafter referred to as the “property.”

Hereafter, the named client above will be referred to as the “client.”

[Landscape business name] will provide these services and items (hereafter, referred to as the “service”):

**Landscaping Service Descriptions**

**Landscape Design Packages:**

* Complete Softscape Package:
  + Custom design and installation of plants for entire properties of up to ½-acre lots.
* Ultimate Softscape and Hardscape Package:
  + Custom design and installation of hardscape and plants for the front or back yard of properties up to ½-acre lots.
* Premium Softscape and Hardscape Package:
  + Custom design and installation of hardscape and plants for the front and back yard of properties up to ½-acre lots.

**Landscape Lighting Includes:**

* An estimate of the lighting design and installation
* All necessary materials and labor for the service

**Sprinkler Installation and Repair Includes:**

* An estimate of the installation or repair
* All necessary materials and labor for the service

After the start of the service, the client understands unexpected costs might change the price (including, but not limited to: unforeseen challenges, obstacles, obstructions, loss in profitability, etc.), the client may receive additional charges.

The client understands they must have electrical rights to use the primary building’s electrical to power lighting. The client also understands that third-party electrician subcontractors may be used for completing the light installation.

[Landscape business name] promises to only use professional landscape designers and to provide specialists to deliver high-quality landscaping services, including, but not limited to: custom designs, professional landscapers for installation, and high-quality materials.

Even though the [landscape business name] will seek to avoid any property damage, no promises can be made. Any damages caused by [landscape business name] will be covered by [insurance provider name].

All essential labor, materials, tools, and equipment are included in the agreed upon price.

2. Service

The estimate is an approximate price and might vary from the actual total price of the service.

At any time, [landscape business name] has the right to reject any property it deems unsafe.

[Landscape business name] reserves the right to capture photographs and/or videos of the client’s property for marketing and/or media use.

The client understands they’re required to provide free access to the areas needing landscaping services (e.g. front yard, back yard, etc.).

The client agrees to remove all obstacles, obstructions, and valuables away from the site of service. Any damages to these items are at the client’s expense.

3. Guarantee

[Landscape business name] promises a 100% satisfaction guarantee on all landscaping services. If the client is not 100% satisfied, [landscape business] will return to the property free of charge.

4. Contract Pricing

The client agrees to pay [landscape business name] a total of $\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars per visit for all labor and materials listed within the contract, which is subject to additions and/or deductions occurring in accordance with unpredictable changes and/or authorized requests for changes.

5. Payments

All contract payments will be auto-paid using the credit card on file. On the first day of the landscaping service, a 50 percent deposit will be charged, and an invoice will be emailed. No cash or check payments will be accepted. Payments will begin on the first day of service, [Month Day, Year], and the remaining balance will be paid on the final day of service.

If the payment is declined or late and has not been fulfilled by [X] days after the service is provided, then [landscaping business name] has the power to consider failure of pay as a breach of contract, deny service, and take legal action and/or terminate this contract. Any disputes or chargebacks to the credit card company will incur a fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars.

In addition, late payments are subject to loss of discounts as well as a late penalty of $\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars per day.

6. Legal Compliance

[Landscape business name] promises to provide all services in a professional manner and agrees to comply with all applicable local, state, and federal laws and regulations. This includes, but is not limited to, abiding by the Americans with Disabilities Act, the Fair Labor Standards Act, and the Federal Family and Medical Leave Act.

7. Insurance

[Landscape business name] warrants it is adequately insured. This coverage is including, but not limited to injuries to employees and any others incurring loss or injury due to the actions of [landscape business name], employees, and subcontractors.

8. Subcontractors

Provided that [landscape business name] pays the subcontractor and remains responsible for all aspects of the completion of this contract, [landscape business name] may choose to hire subcontractors at its discretion.

9. Additions and/or Deductions

Any and all changes, additions, and/or deductions to the outlined services in this contract will be made in writing and signed by both the client and [landscape business name].

10. Arbitration

Hereafter, all disputes will be resolved according to the rules of the American Arbitration Association by binding arbitration.

11. Final Disclosure

This is the complete contract of both parties, and this contract supersedes any prior verbal or written agreements made by both parties. Regarding this contract, there are no other promises or conditions in any other verbal or written contracts. All changes must be made in writing and signed by both parties.

Both parties have acknowledged this agreement on the \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[landscape business name] Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

***\*Use these social icons to insert links to your business profiles or remove them if not necessary\****

***A picture containing text, clipart, vector graphics

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