**Landscaping Services Agreement**

This Landscaping Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Client”) and **Lawn Preppers, LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Client and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers landscaping services and the Client desires to retain the Company to perform such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning with the Effective Date of this Agreement, the Company will use its professional knowledge and skills to provide landscaping services to the Client as described in a separate, more detailed manner (which shall be attached hereto and incorporated herein by reference as “Attachment A”) (the “Services”) at the residential *[or commercial - choose appropriate location]* property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert street address, city, state, zip]* (the “Property”). The Client warrants and represents that the Client either owns the Property or holds the authority to engage the Company for the Services requested in connection with the Property.
2. **COMPANY RESPONSIBILITIES.** The Company shall specifically design and implement a landscape for the Property based on the desires and direction of the Client and within the Client budgetary guidelines. The Parties acknowledge that this landscape design shall comply with any and all state, city, and/or local regulations and shall be the responsibility of the Company to have a full understanding and abide by such regulations and any “call before you dig” specifications and designs that may need to be submitted before a zoning committee or other governmental agency for approval. Additionally, the Parties desire that the landscape incorporate native and bee-friendly *[bee-friendly may be deleted if there are concerns for safety/allergies or not allowed under regulations]* plants/vegetation as much as reasonably allowable within the design.
	1. **Guarantee**. The Company shall provide a guarantee on plant material as follows: trees – one (1) year; small vegetation and perennial flowering plants – six (6) months; and annual flowering plants – no guarantee. The Company shall replace plant material which falls within these guarantees provided that the Client has properly and accurately following the care and water guidelines specified by the Company. In examining the plant material, the Company determines that these guidelines were not followed, the guarantee shall be null and void and the Client shall be financially responsible for any desired replacement. If the Company, in its professional opinion, believes that the Property does not have the proper water supply to sustain the plant material, the Parties shall discuss options, including irrigation system installation, and include it within the scope of Attachment A.
3. **CONSULTATION**. The Parties agree to an in-person consultation in order to discuss ideas, planning, and design for the Property. The Company has already or will create a design plan for the Client which includes, but is not limited to, plants, flowers, trees, rock, mulch, lumber, water features, fire features, water retention, erosion control, etc. which will be included in the landscaping. All design sketches, blueprints, layouts, or any other design work shall at all times be the sole property of the Company and may not be reproduced in any manner without the express written approval of the Company.
4. **COMPENSATION.** In consideration for the Services, the Client shall pay the Company (“Compensation”) an amount equal to fifty percent (50%) of the total for Services as outlined in Attachment A at the time of signing. The outstanding balance shall be due immediately upon completion of the Services by the Company. If Attachment A is amended at any point prior to the completion of the Services, whether due to changes in landscape design or extra materials requested by the Client or an increase in materials when purchased by the Company, the outstanding balance due at completion of the Services shall reflect whatever increase has been agreed to by the Parties. The Client specifically understands that the cost of services and materials may increase based upon changes, oral or written, requested by the Client and performed by the Company.

**\*\*\*Use below paragraph if, in the Company’s opinion, the job is very large and needs cash influx during installation to continue to purchase materials\*\*\***

1. **COMPENSATION.** In consideration for the Services, the Client shall pay the Company (“Compensation”) an amount equal to one fourth (1/4) of the total for Services as outlined in Attachment A at the time of signing. Subsequent to that first installation, the Company shall invoice the Client every forty five (45) days *[or other time period as needed]* for additional installments of funds to cover the Services until completion. If Attachment A is amended at any point prior to the completion of the Services, whether due to changes in landscape design or extra materials requested by the Client or an increase in materials when purchased by the Company, the outstanding balance due at completion of the Services shall reflect whatever increase has been agreed to by the Parties. The Client specifically understands that the cost of services and materials may increase based upon changes, oral or written, requested by the Client and performed by the Company.
2. **CANCELLATION.** The Client shall have three (3) days in which to cancel this contract if desired. Beyond that three (3) day time period, if the Client cancels this Agreement and the Company has already ordered or obtained vegetation and/or materials which are not returnable, a cancellation fee equaling the cost of those materials shall be paid to the Company within five (5) days. If the vegetation and/or materials are returnable either in whole or in part, the Company shall invoice the Client the amount of any unreturnable vegetation and/or materials (with unreturnable product(s) itemized). If the cancellation is the result of the Company, all funds paid to the Company by the Client will be refunded to the Client within *[insert number of days]* days following cancellation by the Company. The Company shall have no responsibility and liability beyond these terms.

**\*\*\*if commercial property insert this paragraph\*\*\***

* 1. **Cancellation by Venue**. Should the location/venue cancel the Services for any reason beyond the control of the Client and the Company has already ordered or obtained vegetation and/or materials which are not returnable either in whole or in part, the Company shall invoice the Client the amount of any unreturnable vegetation and/or materials (with unreturnable product(s) itemized). The Client shall then reimburse the Company within five (5) days. The Company shall have no responsibility and liability beyond these terms.
1. **CONFIDENTIALITY**. The Company may, during the performance of the Services, overhear or be privy to business or propriety information discussed at the Property or elsewhere. Such information shall remain confidential and shall survive the termination of this Agreement.
2. **LAWS AND PERMITS**. The Company shall be responsible for the acquisition of all state, county, city, and/or municipality licenses and/or permits required to provide the Services. If performing Services at a commercial location, this may include discussion with the location/venue management as to any special or necessary permits required in order for the Company to provide the Services.
	1. **Venue and Location Limitations**. The Client acknowledges that the Company shall be limited by the rules and guidelines of the location/venue. Any desired flexibility of location/venue rules and guidelines may be subject to negotiation with management; however, it is acknowledged by the Parties that the management, in its sole discretion, will approve or deny any requests.
3. **BACKGROUND CHECK; CRIMINAL RECORD**. The Company affirms that all employees (“Employees”) have been fully vetted and passed a background check, along with any international, federal, state, and local searches deemed necessary. No Employee has any criminal history relating to driving offenses and/or crimes associated with the consumption of alcoholic beverages, child abuse, violence directed at children, crimes directly against an individual (*i.e.,* battery or assault of any kind), and is not listed as a sex offender on either a federal or state-based registry. Additionally, for purposes of federal immigration law, all Employees have provided the Company with documentary evidence of identity and eligibility for employment in the United States. No smoking is allowed by the Employees except in an outside location reasonably away from any Client door or window (and in designated areas of a commercial location/venue if applicable).
4. **RELEASE**. The Client hereby assigns the Company an irrevocable and unrestricted right to use and publish photographs of the Property for editorial, trade, advertising, educational, and any other purpose and in any manner and medium; to alter same without restriction; and to copyright same. The Client releases all claims to profits that may arise from the use of any images. The Company shall not use any images in which people appear.
5. **LIMIT OF LIABILITY.** In the unlikely event that the Company is unable to perform the Services due to an extreme illness, act of God, act of terrorism, flood, war, government laws and/or regulations, and/or other conditions beyond the control of the Company, the Company will make every effort to secure a replacement. If the situation should occur and the Company is unable to secure a suitable replacement, responsibility and liability as to the Company is limited to the return of all payments received for the Services.
6. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, city, and/or municipality of the Services provided. Additionally, the Company shall be insured and/or bonded as to its services. The Company acknowledges and agrees that this information may be subject to verification by the Client prior to the initiation of the Services. The Company shall cooperate fully in providing the Client with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate providing coverage for, among other things, commercial auto and worker’s compensation (or alternatively, a business owners’ policy which covers general liability and commercial property insurance). All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time.

1. **FORCE MAJEURE**. [Neither Party](https://www.lawinsider.com/clause/force-majeure) shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including but not limited to fire; floods; embargoes; war; acts of war (whether war be declared or not); acts of terrorism; insurrections; riots; civil commotions; strikes; lockouts or other labor disturbances; military disturbances; shortage of supply; acts of God; loss or malfunction of utilities, communications or computer (software or hardware) services; or acts, omissions or delays in acting by any governmental authority or the other party. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.
2. **TERMINATION**. This Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party and/or (ii) the Company becomes bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against the Company and the proceeding is not dismissed within sixty (60) days of commencement.
3. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
4. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company]* without regard to principles of conflicts of law
5. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“CLIENT”**

 **JOHN DOE**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 **“COMPANY”**

 **LAWN PREPPERS, LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative

**ATTACHMENT “A”**

**DESCRIPTION OF SERVICES**

(to immediately follow)