**LANDSCAPING AGREEMENT**

**Background:**

This Landscaping Agreement (“Agreement”) is entered into on the [INSERT DATE] between:

**Landscaper(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Landscaper**”, “**Party**”, “**Parties**”) and

**Client(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Client**”, “**Party**”, “**Parties**”)

**Services**

1. The Landscaper agrees to provide the services and the Client agrees to purchase the following services highlighted in Schedule 1 of this Agreement.

**Purchase Price**

1. The Client agrees to pay to the Landscaper a total sum of $[INSERT AMOUNT] for all obligations under this Agreement.
2. The Landscaper [SHALL **OR** SHALL NOT] be responsible for all taxes in relation to the purchase of Services under this Agreement.

**Landscaper Obligations**

1. The Landscaper agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, the Landscaper will remove all materials, supplies, and other debris.
2. The Landscaper will perform the Services in a workmanlike manner, in compliance with all applicable laws, regulations, codes, restrictive covenants, and homeowners’ association requirements.
3. The Landscaper will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.
4. The Landscaper agrees to provide the Client a breakdown of all costs (i.e., materials and labor) upon the Client’s request.

**Client Obligations**

1. The Client agrees that the completion date of the services is subject to weather conditions.
2. The Client shall provide the Landscaper with all necessary information, measurements, ideas prior to the services commencing.
3. The Client will provide the Landscaper, its employees, agents, and subcontractors reasonable access to the Property for the purpose of performing the Services.
4. The Client agrees to keep the Property clear of all known and potential hazards.
5. The Client further agrees to keep all pets out of the work area of the Property.
6. Client shall pay all of the Landscaper’s invoices on time.

**Payment**

1. Payment for the Services will be by: [INSERT ALL THOSE THAT APPLY]
   1. [Credit or debit card];
   2. [Personal Cheque];
   3. [Cashier cheque];
   4. [Cash];
   5. [Money order]; and
   6. [Wire transfer].
2. The Following amounts will be paid:
   1. Amount of $[INSERT AMOUNT] previously paid by the Client;
   2. Down payment of $[INSERT AMOUNT] upon the performance of this Agreement.
   3. Payment of $[INSERT AMOUNT] for the Services [upon the completion of the Services] **OR** [in instalments of $[INSERT AMOUNT] on [INSERT DUE DATE OF INSTALMENT PAYMENTS], until the price of the Services has been paid in full.

**Right of Inspection**

1. [There is no right to inspection] **OR**

[The Client shall have the right to examine the final products and shall do so within [INSERT DAYS] of receipt of the final product(s). In the event the Client discovers any issues, errors, or faults with the Services, the Client shall notify the Landscaper within [INSERT DAYS] of discovering said faults, or after completion of the Services. Failure to notify the Landscaper of these faults within this timeframe shall comprise an acceptance of the terms of this Agreement. ]

1. In the event the Services do not meet the standards of this Agreement, the Client may:
   1. [Request one revision of the product]
   2. [Terminate the Agreement following a 50% payment of the Services]
2. The above shall be the sole remedy of the Client and the only obligations on the Landscaper in the event any of the Services in this Agreement do not meet the Client’s standards.

**Security Interest**

1. The Client grants to the Landscaper a security interest for any products resulting from the Services highlighted in this Agreement and Schedule 1, until the Client has fully paid for the Services.
2. The Client shall provide the Landscaper with any necessary documents the Landscaper may request to finalise the Security Interest.

**Force Majeure**

1. The Landscaper shall not be responsible for any claims or damages resulting from any delays in performance or non-performance of the Terms of this Agreement due to unforeseen circumstances out of the Landscapers reasonable control.

**Limitation of Liability**

1. The Landscaper shall not in any circumstance be liable for any loss of profit, goodwill, business, business opportunity, indirect, special, consequential, or punitive damage arising from this Agreement.
2. In no event will the Landscaper be liable for any amount exceeding the price paid by the Client for the Services giving rise to the claim.

**Assignment [INSERT WHICH APPLIES]**

1. [The Landscaper will need permission in the event they assign a third party. The Seller may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Client. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
2. [The Client will need permission in the event they assign a third party. The Client may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Landscaper. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
3. [Both parties will need permission in the event they assign a third party. Either party may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the other party. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
4. [Either party in this Agreement does not require permission to assign and delegate its rights to a third party.]

**Amendments**

1. No amendment of the terms in this Agreement shall be effective unless it is in writing and signed by both parties.

**Governing Law**

1. The terms of this Agreement shall be governed and construed in accordance with the law of [ENTER GOVERNING LAW].

**Dispute resolution**

1. Any dispute arising from this Agreement shall be resolved through: [INSERT ALL THAT APPLY]
   1. [Court Litigation][:if either Party brings legal action, the prevailing party will be entitled to recover from the other party, any legal expenses incurred in relation to the claim.
   2. [Binding Arbitration [INSERT DETAILS]];
   3. [Mediation.]

**Entire Agreement**

1. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.

**Notices**

1. Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:
   1. Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party’s postal address provided in this Agreement unless otherwise stated; **OR**
   2. Sent by email to the email address specified in writing as being a suitable address for service.

**Waiver**

1. No Party shall be deemed to have waived any provision of this Agreement unless such waiver is expressed in writing.
2. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**Miscellaneous**

1. This Agreement shall be binding upon and accustomed to the benefits of the parties and their representatives. The provisions of this Agreement are severable meaning if any provision is invalid or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement.
2. This Agreement may be executed in one or more counterpart. Each counterpart shall be considered an original.

**Schedule 1- Details of Services**

|  |  |  |
| --- | --- | --- |
| **Description of Services** | **Client & Property information** | **Price of project ($) and Equipment Breakdown** |
|  | **Client name:**  **Client contact details:**  **Property address:** |  |

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date stated above.

**SIGNATURES**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Client Signature** |  | **Client Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Client Signature** |  | **Client Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Landscaper Signature** |  | **Landscaper Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Landscaper Signature** |  | **Landscaper Full Name** |