Landscaping Contract

1. Parties, property and license details

1.1 Parties. This Landscaping Contract (the "Contract") is made on **[Contract date: _____]** (the "Contract Date") between **[Contractor's full legal name: _____]**, [Contractor's entity type: _____] (the "Contractor"), and **[Client's full legal name: _____]**, [Type of client: _____] (the "Client"). Each is a "Party" and together they are the "Parties".

1.2 Contractor details. The Contractor's place of business is [Contractor's place of business: _____], telephone [Contractor's telephone: _____], email [Contractor's email: _____]. Its contractor or landscape license or registration number is [Contractor license or registration number: _____], issued by [Agency that issued the license: _____]. Its pesticide business or applicator license number is [Pesticide business and applicator numbers: _____]. Its irrigation license number is [Irrigation license number: _____]. The salesperson who negotiated this Contract is [Salesperson's name: _____].

1.3 Client details. The Client's mailing address is [Client's mailing address: _____], telephone [Client's telephone: _____], email [Client's email: _____]. If more than one person signs as the Client, each is responsible for all of the Client's obligations.

1.4 Property. The Work will be done at **[Property address: _____]** (the "Property"). The Client states that it [Client's interest in the property: _____] the Property and may order the Work. If the Client is a tenant, the Client will give the Contractor the owner's written consent before the Work starts. The Property [Is or is not a residence: _____] the Client's residence or otherwise used for personal, family or household purposes.

1.5 License promise. The Contractor states that it holds each license, registration, bond and certification that the Law of the Property State requires for the Work, or for the part of the Work it performs itself, and will keep each one current until the Work is complete. The Contractor will send a copy within 3 days after the Client asks. If a required license lapses, the Contractor will stop the work that needs it and tell the Client at once.

1.6 Authority. A person who signs for a company, homeowners' association, trust or other organization confirms authority to bind it.

2. Definitions and order of documents

2.1 Definitions. In this Contract:

"Acceptance" means the Client's approval under Section 18.**"Business Day"**, in Section 30 and Schedule E, means any calendar day except Sunday or a federal holiday. Elsewhere it means a weekday that is not a federal holiday.**"Change Order"** means a written change agreed by both Parties under Section 9.**"Consumer"** or **"consumer"** means an individual Client who buys the Work mainly for personal, family or household purposes.**"Contract Price"** means the price of the Installation Work in Schedule C, as changed by Change Orders.**"Installation Work"** means the landscape construction, planting and other one-time work in Schedule A.**"Law"** means any federal, state or local statute,

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regulation, ordinance or license rule that applies.**"Maintenance Fee"** means the charge for the Maintenance Services in Schedule C.**"Maintenance Services"** means the recurring services in Schedule B.**"Plant Material"** means trees, shrubs, perennials, annuals, bulbs, vines, ground cover, sod and seed. **"Products"** means pesticides, herbicides, fungicides, fertilizers, soil amendments and similar materials applied to the Property.**"Property State"** means the state in which the Property is located. **"Subcontractor"** means any person, other than an employee, whom the Contractor engages to do part of the Work.**"Substantial Completion"** means that the Installation Work can be used as intended and only minor items remain.**"Work"** means the Installation Work and the Maintenance Services, including labor, materials, equipment and supervision.

2.2 Documents. The Contract consists of these sections, Schedules A to F and signed Change Orders. Proposals, drawings and estimates form part of it only if Schedule A lists them.

2.3 Order. If documents conflict, this order applies: a later Change Order, the state notices in Schedule F, these sections, Schedule C, Schedule B, Schedule A, then listed drawings. Figured dimensions prevail over scaled ones. A term that Law requires always prevails.

2.4 Reading this Contract. "Including" means "including without limitation". A blank service or a service marked "not included" is not part of the Work. Days are calendar days unless the Contract says otherwise.

3. Scope: installation work

3.1 Work. The Contractor will furnish the Installation Work described in Schedule A: **[Summary of installation work: _____]**. If there is no Installation Work, Schedule A says "none" and this section does not apply.

3.2 Detail. Schedule A states each plant by botanical and common name, size, quantity and place, and each hardscape or other material by brand or type, color, size and quantity. A general phrase such as "plant bed" means the plants and materials in Schedule A and nothing more.

3.3 Layout. Before digging, the Contractor will mark bed lines, trees, walls, patios and other main features. The Client will approve the layout within [Days to approve the layout: _____] days. The Contractor may then rely on it. Moving a feature after approval is a change under Section 9.

3.4 Site preparation and grading. The Contractor will remove the vegetation and materials listed in Schedule A, prepare the soil, add the listed amendments and shape the grade. Finished grades next to a building will direct surface water away from it, unless the approved drawings show another drainage method. The Contractor will not direct concentrated water onto a neighbor's land.

3.5 Planting. The Contractor will dig planting pits of a suitable width and depth, set each root flare at or slightly above finished grade, remove wire, rope, containers and other material that can girdle the roots as far as accepted practice allows, backfill, water in and mulch. Mulch will not be piled against trunks.

3.6 Sod and seed. Sod will be laid on prepared soil with tight joints and watered on the day it is laid. Seed will be applied at the supplier's recommended rate. The Contractor will protect seeded slopes against erosion where Schedule A says so.

3.7 Hardscape. Patios, walks, edging, steps, walls and similar items will be built on the base and with the drainage shown in Schedule A and as the manufacturer instructs. Where Law requires an engineer's

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design or a building permit for a wall or other structure, that structure is not built until both are in place.

3.8 Standard. The Contractor will do the Installation Work in a careful and workmanlike manner, with trained workers, in accordance with Law and accepted landscape practice in the area.

4. Scope: maintenance services and visit frequency

4.1 Services. The Contractor will perform the Maintenance Services marked as included in Schedule B. If none is marked, this section does not apply.

4.2 Frequency. Regular visits will take place **[Visit frequency: _____]** during **[Maintenance season: _____]**. The usual service day is [Usual service day: _____]. The Contractor may move a visit by up to 2 days for weather, plant health, a holiday or crew availability, and will tell the Client. Moved visits do not change the fee.

4.3 Regular visit. Where included, a regular visit covers mowing at [Mowing height: _____], trimming around fixed objects, edging along paved surfaces, removal of visible weeds from the listed beds, and blowing clippings off hard surfaces. The Contractor will vary the mowing direction when practical and will not remove more than about one third of the grass height in a visit unless growth makes this unavoidable.

4.4 Seasonal work. Spring cleanup, pruning, mulching, aeration, overseeding, leaf removal, irrigation startup and winterization, and annual color are performed only as often as Schedule B states. Pruning will suit the species and season. Work on trees above [Height above which tree work is excluded: _____] from the ground is excluded.

4.5 Skipped visits. The Contractor may skip mowing in drought, dormancy or saturated ground and will use the visit for other listed tasks if they are useful. A visit that is neither replaced by useful work nor performed within 7 days is credited at [Credit for a missed visit: _____] on the next invoice.

4.6 Reports. The Contractor will tell the Client about pests, disease, irrigation leaks, hazards or plant decline that its crew notices. Such a report is not an inspection by an arborist, engineer or other specialist.

4.7 Responsibility for maintenance. The Contractor maintains only the areas and items Schedule B assigns to it. The Client maintains everything else, including newly installed plants after Acceptance, unless Schedule B says the Contractor does so.

5. Excluded work

5.1 General exclusions. Unless Schedule A or B or a Change Order lists it, the Work does not include: removal or pruning of large trees; stump grinding; rock blasting; removal of buried concrete, stumps or debris; septic, well, pool, gas or building work; electrical work that needs an electrician; structural or drainage engineering; land surveying; wetland work; mold, asbestos, lead or contaminated soil; animal or insect control inside buildings; and snow or ice removal.

5.2 Special exclusions. The following are also excluded: [Work that is excluded: _____].

5.3 Client-supplied items. The Contractor installs items the Client supplies only if Schedule A lists them. It may refuse an item that is defective, diseased, unsafe or unlawful. The Contractor is responsible for its installation work but does not warrant that the item itself is free of defects.

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5.4 Tree removal. If tree work is added, the Client will confirm ownership, boundary lines and needed consents in writing first. The Contractor will not cut a tree that appears to be on a boundary or a neighbor's land without written consent from each owner whose consent Law requires.

6. Schedule, weather and plant availability

6.1 Dates. The Installation Work will start on or about **[Start date: _____]** and will be substantially complete on or about **[Completion date: _____]**. Work under this Contract will not start before the cancellation period in Section 30 ends, except as that section allows.

6.2 What start means. Work starts when the crew begins site preparation at the Property. An order, a design or a utility locate request is not a start, but the Contractor will tell the Client when each is made.

6.3 Working hours. The crew works [Working hours: _____], subject to local noise rules.

6.4 Weather. The Contractor may suspend work in lightning, heavy rain, high wind, frost, extreme heat, drought restrictions, frozen or saturated soil, or smoke, or when the Product label does not allow an application. The dates are extended by the time lost and a reasonable time for the soil to recover.

6.5 Planting season and supply. If a listed plant is out of season or unavailable, the Contractor will tell the Client promptly, and the Parties will choose a substitute under Section 12, a later planting date or a price credit.

6.6 Other delay. The Contractor is entitled to a reasonable extension for a delay caused by the Client, a Change Order, late utility marking, permit or association review, or an event under Section 31. The Contractor will give notice within [Days to report a delay: _____] days after it learns of the delay, with the reason and a revised date.

6.7 Contractor delay. If the Contractor is late for a reason within its control, the Client may give notice under Section 28. If the Work does not start within [Grace period for a late start, in days: _____] days after the start date, with no excused delay, the Client may terminate by notice before it starts and the Contractor will refund all money paid within 10 days, except the fair value of goods that have been delivered and that the Client chooses to keep. A shorter time under Law prevails.

7. Contract price, deposit and progress payments

7.1 Installation price. The Client will pay the Contract Price of **[Installation contract price: _____]** for the Installation Work. It is a fixed price unless Schedule C states a unit price or time-and-materials price for a listed item. The price includes labor, materials, delivery, equipment, disposal and permit fees, except for the items Schedule C lists separately.

7.2 Maintenance price. The Client will pay a Maintenance Fee of **[Maintenance fee: _____]** for the Maintenance Services, as Schedule C states. Extra services cost the rates in Schedule C or a price agreed in writing in advance.

7.3 Deposit. The Client will pay a deposit of **[Deposit: _____]** when [When the deposit is due: _____]. The Contractor will not request or accept a deposit that is larger, or earlier, than Law allows. If Law sets a lower limit, the deposit is reduced to that limit and the difference is added to the final payment.

7.4 Deposit protection. Where Law requires it, the Contractor will hold the deposit and later payments

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in a trust or escrow account, or furnish a bond, and tell the Client in writing which one applies and where the money is held. The Contractor will use the deposit only for this Work.

7.5 Progress payments. Schedule C ties each payment to a visible stage of work or delivered materials. Apart from the deposit, no payment may exceed the value of the work done and materials delivered, after credit for earlier payments, and the payment must bear a reasonable relationship to the work, materials and expenses at that time. The Contractor may not ask for a payment early because it needs money for another job.

7.6 Final payment. The final payment is due after Acceptance, delivery of the papers Schedule C lists and delivery of the lien releases under Section 22.

7.7 Allowances. An allowance is an estimate for a listed item. The Contractor will get the Client's written approval before it spends more. The Contract Price changes only by the difference between the allowance and the documented cost, plus the markup in Schedule C.

7.8 Taxes. Sales or use tax on the Work is [Sales tax treatment: _____]. Each Party pays its own income and payroll taxes.

8. Invoices, late payment and disputed amounts

8.1 Invoices. The Contractor will send each invoice by [Invoice method: _____], with the work or month covered, the date, approved extra work, earlier payments and the balance.

8.2 Due date. A correct invoice is due [Days to pay an invoice: _____] days after the Client receives it, unless Schedule C states a later date. Accepted payment methods are [Payment methods: _____]. Section 7 controls when an invoice may be sent.

8.3 Late payment. If an undisputed amount is more than 5 days late, the Contractor may send a reminder. From 10 days after the reminder, the unpaid amount carries simple interest at [Late payment rate: _____] per year, or the highest rate Law allows if that is lower. No other late fee or collection fee applies unless a court awards it under Law.

8.4 Disputes about an invoice. The Client may withhold a reasonable amount for work that is defective, incomplete or billed in error. The Client will state the amount and reason in writing within [Days to dispute an invoice: _____] days after receipt, will pay the rest on time and will allow inspection. A missed dispute date does not waive a right that Law gives. The Contractor will reply within 7 days.

8.5 Returned payment. The Client will reimburse the bank charge actually caused by a returned payment, up to the amount Law allows.

8.6 Records. The Contractor will keep records of time, deliveries and Product applications for at least [Years to keep records: _____] years, or longer if Law requires, and will let the Client inspect records that support a charge billed by time, quantity or cost.

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9. Changes and added work

9.1 Change Orders. A change to the Work, price, payment schedule or completion date must be in a Change Order before the changed work starts. The form in Schedule D may be used. A written change may be exchanged by email or text only where Law allows, and it must identify the change and show that both Parties agree.

9.2 Contents. A Change Order states the work added, changed or omitted; the price added or subtracted; the effect on progress payments; and the effect on the completion date. Each Party keeps a copy. The Contractor may not bill for extra work without a Change Order, except to the extent that Law allows recovery.

9.3 Client requests. The Contractor will price a requested change within [Days to price a change: _____] days. It need not do changed work until the Parties agree. The Contractor may decline work that is unsafe, unlawful, outside its license or outside its trade.

9.4 Credits. Omitted work reduces the price by the Schedule C rate or the reasonable value of the omitted labor and materials.

9.5 Emergency action. If immediate action is needed to prevent injury or serious damage, the Contractor may take only the steps needed to make the area safe, will contact the Client as soon as possible, and will document the steps and cost. Further work needs a Change Order.

10. Permits, licenses and HOA approval

10.1 Permits. [Party that gets permits: _____] will apply for the building, grading, tree, irrigation, right-of-way and other permits required for the Work. The cost is [Who pays for permits: _____]. Work that needs a permit does not start until it is issued. The Contractor gives the permitting office the technical facts about its Work.

10.2 Inspections. The Contractor will arrange the inspections required for work it performs and correct work that fails because of its fault, at its own cost.

10.3 Association approval. If a homeowners' association, landlord or historic district must approve the plans, [Party that files for association approval: _____] will file the request. The Contractor will supply samples and drawings within its scope. The Client pays the association's fees.

10.4 Boundaries, easements and restrictions. The Client will tell the Contractor about known property lines, easements, setbacks, deed restrictions, water limits and drainage agreements. If a line is uncertain and matters to the Work, the Client will provide a survey or the Parties will leave a safe distance.

10.5 Licensed trades. Electrical, plumbing, backflow, engineering and other work that Law reserves for a licensed person is done only by that person.

11. Underground utilities and digging

11.1 Locate request. Before it digs, trenches, drives stakes deep enough to reach a line, drills, grinds a stump or grades below the surface, the Contractor will contact the one-call center of the Property State (for example by calling 811), give the required notice and state the area correctly. The Contractor makes this request itself or makes sure that the Subcontractor who digs does so.

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11.2 Wait for marks. The Contractor will not dig until the waiting time under Law has passed and each notified operator has marked its lines or given a clear response. If an underground pipeline is in the area, the Contractor will wait for the pipeline operator to locate and mark it.

11.3 Safe digging. The Contractor will keep the ticket number, photograph and protect the marks, renew an expired ticket, observe the tolerance zone, and expose lines by hand or another allowed method. If marks are missing or unclear, it will stop in that area and call again.

11.4 Private lines. One-call operators may not mark lines they do not own. The Client will disclose in writing the known irrigation, septic, pool, propane, lighting, drainage, invisible-fence, data and private electric lines: [Known private lines: _____]. Where private lines are likely, the Contractor will recommend a private locate. The Client pays [Cost of a private locate: _____] for it if approved.

11.5 Line damage. If a line is struck, the Contractor will stop, move people to safety, call 911 and the operator where there is danger, tell the Client, and make no repair that only the operator may make. The Contractor pays for damage caused by its failure to follow this section or Law. It is not responsible for a private line that the Client knew about and did not disclose, if the Contractor used reasonable care and could not have found the line by a visible sign.

12. Plants, materials and substitutions

12.1 Quality. Plant Material will be true to name, healthy, vigorous, free of visible disease, harmful insects and serious root defects, and of the listed size and grade at planting. Other materials will be new unless Schedule A says otherwise.

12.2 Lawful plants. The Contractor will not knowingly supply a plant that Law bans or lists as a prohibited invasive or noxious species. It will follow plant quarantine rules.

12.3 Inspection. The Client may inspect plants and materials on delivery and may reject items that do not meet Schedule A. The Contractor will remove and replace rejected items. An inspection does not waive a later claim for a hidden defect.

12.4 Substitutions. The Contractor may substitute only with the Client's written consent. It will state the reason, the proposed item, size, price effect, and differences in hardiness, mature size, color, light and water needs. A lower-cost substitute reduces the price. The Client may ask for a credit instead.

12.5 Natural variation. Reasonable variation in color, shape, bloom, grain, shade and natural stone is not a defect if the item meets Schedule A. The Contractor does not promise an exact growth rate or bloom date.

12.6 Surplus. Surplus materials paid for separately belong to the Client. Other surplus belongs to the Contractor and is removed. Agreed salvage items are left at [Where salvage is left: _____].

13. Irrigation, drainage and lighting

13.1 Irrigation. If Schedule A includes irrigation, the Contractor will provide the system described there, with suitable pressure, head-to-head coverage for turf where designed, zones grouped by water need, and the backflow protection that Law requires. The system must avoid unreasonable spray on buildings and paving.

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13.2 Licensed irrigation contract. Where Law requires a licensed irrigator, a design, seal, statement, separate signed contract or written warranty, the Contractor will provide these before installation. For a Texas installation, Schedule F will contain the irrigator's name, license number and seal and the statement required for irrigation contracts, and each Party will sign the contract.

13.3 Testing and handover. The Contractor will flush and test each zone, adjust coverage, set the controller, show the Client how to use it, and give the Client a zone list, warranty and shutoff locations. A backflow test report is supplied where Law requires it.

13.4 Drainage. Drains, swales and downspout connections cover only the water sources and design in Schedule A. The Contractor will not connect to a sanitary sewer or public drain without approval. It does not promise to prevent flooding from a rain or groundwater condition outside the stated design, but it remains responsible for defective work.

13.5 Lighting. Low-voltage lighting will be installed as the manufacturer instructs. Line-voltage work and new circuits are done by a licensed electrician where Law requires one. The Contractor will show the transformer, timer and circuit loads.

13.6 Seasonal care. Startup and winterization are included only if Schedule B says so. If another person alters or fails to winterize a system, the Contractor is not responsible for damage which that act or failure causes.

14. Pesticides, herbicides and fertilizer

14.1 Products allowed. The Contractor may apply only the Products listed in Schedule B or approved later in writing. The Client may decline any Product before application without losing unrelated services. The price of a declined application is credited.

14.2 Licensed applicator. Each pesticide application for hire will be made by a person and business with the license or certification that Law requires for that use. A restricted use pesticide will be applied only by a certified applicator or by a noncertified applicator under the direct supervision that Law requires. Fertilizer will be applied by a certified person where Law requires one.

14.3 Label. The Contractor will follow the Product label, including site, rate, weather, protective equipment, buffer, storage, disposal, posting and re-entry instructions. It will avoid drift and runoff and will not apply near water, food plants, pollinators or people in a way that the label or Law prohibits.

14.4 Disclosure before application. Before the first application the Contractor will complete Schedule B with the approximate dates, number of applications and total cost. It will give the Client the Product brand name and generic active ingredients, the label warnings, the target pest or purpose, the applicator's name and certification number, and the business registration number. It will give each other notice, sign, label copy or safety sheet that Law requires.

14.5 Changed date. If a listed date is not feasible, the Contractor will tell the Client and will get acceptance of another date before it applies a pesticide. Weather does not remove this duty where Law requires acceptance.

14.6 Children, pets and sensitive areas. The Client will disclose known allergies, beehives, edible beds, wells, ponds and play areas. The Client will keep people and pets away for the time on the label. The Contractor will post the area and state when re-entry is allowed.

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14.7 Records and spills. The Contractor will keep application records as Law requires and give a copy to the Client within [Days to deliver application records: _____] days. It will contain and clean up its spills, report them where required and tell the Client at once.

15. Client responsibilities, access and watering

15.1 Access. The Client will give safe access during working hours, unlock gates, secure pets, move vehicles and personal items, and identify a person who can make decisions: [Client's representative: _____]. The agreed access and equipment route is [Access route: _____].

15.2 Utilities. The Client will provide the existing outdoor water and ordinary electric power reasonably needed for the Work, at no charge, unless Schedule C says otherwise.

15.3 Information. The Client will disclose known buried items, drainage problems, contamination, unstable slopes, protected trees, pests and earlier failed plantings. A Client is not required to investigate conditions that only a specialist could find.

15.4 Approvals. The Client will answer a reasonable request within [Days to answer a request: _____] days. Delay extends the schedule. The Contractor will give a reasoned request and will not use silence as approval of an added price.

15.5 Watering and care. From Acceptance, or earlier for an area handed over in writing, the Client will water, weed, protect and maintain the installed plants as the written care sheet says: [Watering plan: _____]. Where the Contractor has agreed to water, it has this duty instead. The Client will follow lawful water restrictions and tell the Contractor if they prevent the care plan.

15.6 No interference. The Client will not direct the crew in a way that changes the scope or creates danger. Requests go to the Contractor's supervisor, [Contractor's supervisor: _____].

16. Hidden and changed site conditions

16.1 Conditions. A hidden or changed condition is a physical condition at the Property that differs materially from what the Contractor could reasonably see or learn before signing, such as ledge, buried debris, unmarked pipes, contaminated soil, high groundwater, undisclosed roots or unstable fill.

16.2 Stop and report. On finding a hidden condition the Contractor will stop the affected work, protect the area, tell the Client before disturbing it further unless safety requires otherwise, and send a written description with photographs within [Days to report a hidden condition: _____] days. It will also report a condition it notices that needs attention beyond the agreed scope.

16.3 Options. The Parties will agree on a Change Order, a redesign, omission of the affected part or termination of that part. If the cost exceeds [Cost that allows the affected part to end: _____] and the Parties do not agree within 14 days, either Party may end the affected part. The Client pays for lawful work completed and materials it keeps, and is credited for the rest.

16.4 Hazards. The Contractor is not required to handle asbestos, contaminated soil, human remains, archaeological finds or other dangerous material. The Client arranges a qualified person for a condition it did not hire the Contractor to handle. The Contractor remains responsible for a hazard it brings to the Property.

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17. Site protection, cleanup and debris

17.1 Protection. The Contractor will protect buildings, paving, trees and lawn to remain, and adjoining land. It will use plywood or other ground protection on the route in Section 15 where reasonable. Heavy equipment is kept off septic fields and other areas marked as unsafe.

17.2 Existing condition. Before mobilization the Parties may photograph the Property. The Contractor will tell the Client about visible damage that it notices.

17.3 Erosion. The Contractor will use the sediment and erosion controls that Law and Schedule A require and will sweep soil from streets and walks. Pollutants, concrete washout and fuel will not enter a storm drain or waterway.

17.4 Daily cleanup. At the end of each day the Contractor will secure tools, holes and equipment, remove loose debris from paths and leave the site reasonably safe.

17.5 Final cleanup. The Contractor will remove its debris, containers, stakes no longer needed, surplus soil and equipment, and dispose of waste lawfully. Yard waste from maintenance will be [Yard waste plan: _____]. Disposal charges are included unless Schedule C says otherwise.

18. Inspection, substantial completion and acceptance

18.1 Notice of completion. When the Installation Work reaches Substantial Completion, the Contractor will notify the Client. The Parties will walk the Property together within [Days to inspect: _____] days.

18.2 Punch list. The Client will list incomplete or defective items. The Contractor will fix them within [Days to finish the punch list: _____] days, or within a stated planting season if the work cannot be done earlier. A reasonable amount for the open items may be withheld.

18.3 Acceptance. Acceptance occurs when the Client confirms in writing that the punch list is done. If the Client does not attend or reply, the Contractor will send a second notice. Acceptance occurs 7 days after receipt of that second notice if the Work in fact meets the Contract. The Client may not refuse Acceptance for a small item covered by an agreed holdback.

18.4 No waiver. Payment, use of the area or Acceptance does not waive a hidden defect, a warranty, missing lien release, fraud or a right that Law gives. No completion certificate may be signed before the stated Work is complete.

18.5 Maintenance. A maintenance visit is accepted on performance. The Client may report missed or poor work within [Days to report poor maintenance: _____] days so that the Contractor can correct it. Rights for later-discovered damage are kept.

19. Workmanship and plant warranty

LIMITED WARRANTY

19.1 Who gives it and who has it. [Contractor's full legal name: _____], at the address in Section 1, gives this warranty to the Client and to a later owner of the Property during the stated period. It covers the Installation Work. No other plant guarantee is given unless Schedule A states it.

19.2 Workmanship. The Contractor warrants that its labor, hardscape, grading, irrigation, drainage and

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lighting work will be free of defects in workmanship for **[Workmanship warranty period: _____]** from Acceptance. It warrants materials it supplies, other than Plant Material, for the same period. A longer period under Law applies.

19.3 Plants. The Contractor warrants that trees and shrubs will be alive and in reasonably healthy condition for **[Tree and shrub warranty period: _____]** from Acceptance. The period for perennials, ground cover and sod is **[Perennial and sod warranty period: _____]**. Annuals, bulbs and seed are covered only as follows: [Cover for annuals, bulbs and seed: _____].

19.4 Remedy. The Contractor will repair or replace covered work or plants with the same or a reasonably equal item, including labor, at no charge, within [Days to make a warranty repair: _____] days after the claim or in the next suitable planting season. If it cannot do so after a reasonable number of attempts, it will refund the price of the affected item and its installation. Each replacement plant has the balance of the original period or [Minimum period for a replacement plant: _____], whichever is longer.

19.5 Not covered. This warranty does not cover loss to the extent caused after Acceptance by the Client's failure to follow the written care sheet, vandalism, animals, flood, hail, unusual freeze or drought, a lawful water ban, a third party's chemicals or work, or normal wear. The Contractor must show a reasonable basis for an exclusion. The Client's lack of care does not excuse defective planting or materials.

19.6 How to claim. The Client sends notice with the item, date noticed and photographs, if available, under Section 33 as soon as reasonably possible. The Contractor will inspect within [Days to inspect a claim: _____] days and answer in writing. The Client should keep dead plants available until inspection. Failure to send a photograph or a perfect notice does not itself end the claim.

19.7 Manufacturers. The Contractor will deliver and, where possible, transfer manufacturer warranties for controllers, lights, pumps, pavers and other products. Those warranties do not replace the Contractor's own.

19.8 Implied warranties. The Contractor does not disclaim or shorten an implied warranty that Law gives the Client, including an implied warranty on a consumer product. The Contractor gives no promise beyond the Contract and those rights.

19.9 State rights. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

19.10 Required separate terms. A written irrigation warranty or another state form is attached to Schedule F where Law requires it. A statement that a guarantee is or is not provided on an item is made in Schedule A before signing.

20. Title, risk of loss and plant care

20.1 Title. Title to Plant Material and other goods passes to the Client when they are incorporated in the Property or paid for, whichever is first. Goods paid for but stored elsewhere will be labeled for the Client and insured. The Contractor passes title free of claims by suppliers, subject to its own unpaid lawful lien.

20.2 Risk before Acceptance. The Contractor bears the risk of loss of goods and Installation Work until

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Acceptance or earlier written handover, except to the extent the Client or a person under its control causes the loss. If the Client uses an unfinished area without consent, the Client bears loss caused by that use.

20.3 After Acceptance. Risk then passes to the Client, subject to the warranty and the Contractor's responsibility for its fault or that of its crew.

20.4 Care until handover. The Contractor will water and protect the plants until handover unless Schedule B says another arrangement. The Contractor will give a written care sheet with watering, pruning, fertilizing and winter instructions on or before handover.

21. Subcontractors and workers

21.1 Use of Subcontractors. A Subcontractor **[Will or will not use a subcontractor: _____]** be used. If one will be used, the Contractor gives notice of this fact here and lists known Subcontractors in Schedule F: [Subcontractors and their work: _____]. It will update the list in writing before a new Subcontractor starts, where practical.

21.2 Responsibility. The Contractor remains responsible to the Client for Subcontractors, supervises them, pays them and makes them follow this Contract and Law. Nothing in this section removes a disclosure or lien right that Law gives.

21.3 Status. The Contractor is an independent contractor. It controls the means of the Work, supplies tools, sets crew hours and may serve others. It is responsible for its workers' wages, payroll taxes, workers' compensation and immigration compliance. Neither Party may call a worker an independent contractor to avoid the true legal status.

21.4 Conduct. Workers will be qualified, identifiable and respectful. They may not use alcohol or illegal drugs at the Property, smoke where the Client forbids it, play loud music or enter a building except as agreed. The Contractor will replace a worker on a reasonable lawful request.

21.5 Tax forms. On request the Contractor will give a business Client a completed Form W-9. Each Party makes the tax reports that apply to it.

22. Mechanic's liens and lien releases

22.1 Lien rights. Law may give the Contractor, Subcontractors and suppliers a lien on the Property for unpaid landscape labor or materials. This Contract does not enlarge or waive a right that Law says cannot be changed in advance.

22.2 Required warnings. Before signing and before the Work starts, the Contractor will give each lien warning, owner notice or customer disclosure that Law requires, in the required type, form and place. It is attached to Schedule F. Where Law makes the notice a condition of a lien, the Contractor has no contractual lien right without it.

22.3 Releases. With each payment request, the Contractor will give a conditional release for the billed work from itself and from each Subcontractor or supplier who has lien rights. After a payment clears, it will give the matching unconditional release. Final releases are due before final payment, conditioned on that payment where necessary.

22.4 Keeping the Property free of liens. If the Client has paid as agreed, the Contractor will have a lien

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filed by it or through it released or bonded within [Days to release a lien: _____] days after notice. If it fails, the Client may use a lawful procedure to discharge the lien and recover the actual reasonable cost.

22.5 Payment trail. Where Law permits, the Client may require proof of payment or issue a joint check after notice if it receives a claim from a supplier. A joint check reduces the same debt and is not a second payment.

23. Insurance

23.1 Contractor policies. The Contractor will keep commercial general liability insurance of at least **[Liability insurance per occurrence: _____]** per occurrence and **[Liability insurance in total: _____]** in total, automobile liability insurance of at least [Automobile liability insurance: _____], and workers' compensation as Law requires. If Products are applied, it will keep coverage for pesticide application and pollution of at least [Pesticide and pollution cover: _____].

23.2 Proof. The Contractor will give a certificate before work starts and after renewal. Policies may not be represented as covering work that they exclude. The Contractor will tell the Client promptly if required cover is canceled or reduced.

23.3 Additional insured. A business Client may ask to be an additional insured for liability caused by the Contractor. Any cost is [Cost of additional insured status: _____].

23.4 Subcontractors. The Contractor makes its Subcontractors carry comparable suitable insurance or covers them under its own policy.

23.5 Client policies. The Client remains responsible for insuring the Property and its contents. The Parties do not waive insurance rights unless their insurers allow it. Insurance limits do not themselves limit liability.

24. Safety and property damage

24.1 Safety. The Contractor is responsible for job safety, traffic control, machine guards, storage, excavation protection and worker training, and will follow applicable workplace safety Law.

24.2 Open excavations. The Contractor will not leave an open hole unattended without an effective barrier or cover. It will inspect and protect excavations as Law requires and determine the estimated location of utilities before opening them.

24.3 People and pets. The Contractor will take care with thrown stones, blades, blowers and other equipment. The Client will keep people and pets out of marked work areas. The Contractor will stop if someone enters.

24.4 Damage. Each Party will report injury or damage as soon as it learns of it, protect the evidence where safe, and cooperate with the insurer. The Contractor will repair or pay for damage caused by its crew, at the reasonable repair cost, after an opportunity to inspect.

24.5 Security. Keys, alarm codes and gate codes are used only for the Work, kept confidential and returned or deleted when the Work ends.

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25. Indemnity

25.1 Contractor's indemnity. To the extent Law allows, the Contractor will reimburse the Client for third-party claims for injury, death or property damage to the extent caused by the negligence, willful misconduct or breach of Law of the Contractor, its workers or Subcontractors.

25.2 Client's indemnity. To the extent Law allows, a business Client will reimburse the Contractor for third-party claims to the extent caused by the negligence, willful misconduct or breach of Law of the Client or persons it controls. A Client who is a consumer bears only the responsibility that Law imposes on that Client.

25.3 Limits. No Party is indemnified for its own fault. If both Parties are at fault, each bears its share. This section does not apply in a form that Law makes void or makes a home improvement contract voidable.

25.4 Procedure. A Party claiming reimbursement will give prompt notice and reasonable help. The other Party may conduct the defense with suitable counsel. No settlement that admits fault or imposes a duty on a Party may be made without that Party's consent.

26. Limitation of liability

26.1 Indirect loss. To the extent Law allows, neither Party owes the other lost profits, lost rent, loss of business or other indirect or consequential loss, unless the loss comes from an excluded matter in this section.

26.2 Cap for a business Client. If the Client buys for a business, the total liability of the Contractor for breach of contract is limited to **[Liability cap for a business client: _____]**. There is no cap for a consumer.

26.3 Excluded matters. These limits do not apply to injury or death; damage to tangible property; fraud, gross negligence or willful misconduct; required refunds; insurance proceeds; an express indemnity for third-party claims; liens the Contractor must release; warranty rights; or liability that Law does not let a Party limit.

26.4 Some States. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

26.5 Mitigation. Each Party will take reasonable steps to reduce loss. The Client may make an urgent repair needed to prevent damage if the Contractor cannot be reached.

27. Term and renewal of maintenance

27.1 Term. The Contract starts on the Contract Date. Installation Work ends on completion. Maintenance Services start on **[Maintenance start date: _____]** and end on **[Maintenance end date: _____]** unless terminated earlier.

27.2 No automatic renewal. The Maintenance Services do not renew automatically. Neither continued visits nor payment of one invoice renews the full term. A renewal needs a dated writing signed by both Parties with the new term, services and price.

27.3 Renewal offer. The Contractor may send an offer before the term ends. The Client may ignore it. If

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the Contractor continues after the end at the Client's written request, the services continue by the visit at the Schedule C rate and either Party may stop at any time.

27.4 If the Parties agree on renewal terms later. The Contractor will give the disclosures, obtain the separate consent, send the notices and provide the cancellation method that Law requires. It will not charge a stored payment method for a renewal that the Client has not accepted.

27.5 Price changes. The Maintenance Fee may not rise during the term without a Change Order.

28. Default, suspension and cure

28.1 Client default. The Client is in default if it does not pay an undisputed amount, denies needed access or breaches an important duty and does not cure within [Days to cure a default: _____] days after notice.

28.2 Contractor default. The Contractor is in default if it abandons the Work, performs unsafe or materially defective work, loses a needed license or required insurance, misuses a deposit or breaches another important duty and does not cure within [Days to cure a default: _____] days after notice.

28.3 Notice. A notice states the breach and a reasonable remedy. If the cure cannot be finished in that time, it is enough to start promptly and continue, except for payment, safety, insurance or license duties. No cure time is needed where immediate action is required to prevent danger.

28.4 Suspension. The Contractor may suspend for an undisputed unpaid amount after the cure time and 3 days' further written notice. It must leave the site safe and protect delivered plants. The Client may suspend unsafe or unlawful work immediately. A suspension for convenience requires payment of reasonable protection costs.

28.5 Correction. If the Contractor does not correct a default, the Client may have another suitable contractor do so and recover the reasonable extra cost, subject to mitigation and Law.

29. Termination and payment on termination

29.1 For default. After the cure time, the Party not in default may terminate by notice. The right to terminate does not remove the other remedies that Law gives.

29.2 For convenience. The Client may end Installation Work by 5 days' notice. Either Party may end the Maintenance Services with [Days' notice to end maintenance: _____] days' notice. No termination charge applies to a notice under Section 30.

29.3 Payment. On a lawful termination the Client pays only the Contract Price share of work properly completed, approved extra work, goods delivered or specially ordered that cannot reasonably be returned, and reasonable cost to protect the site, less earlier payments, savings, credits and proven damages. The Contractor may not recover lost profit on unperformed work. Cancellation within Section 30 instead follows the refund rules there.

29.4 Refund. The Contractor will refund money above the amount due within [Days to refund an excess: _____] days, or sooner if Law requires. Prepaid maintenance not performed is refunded pro rata.

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29.5 Handover. The Contractor will stop, make the site safe, remove its equipment, assign or return Client materials, give care instructions and lien releases for amounts paid, and deliver Product records. Both Parties will sign a list of work and materials, without admitting a dispute.

29.6 Continuing terms. Payment, warranty for completed work, liens, insurance claims, indemnity, liability, records and dispute terms continue where relevant.

30. Right to cancel

30.1 Three Business Days. If the Client buys for personal, family or household purposes, the Client may cancel this Contract without penalty until midnight of the third Business Day after the Contract Date. Saturday counts as a Business Day unless it is a federal holiday. If a Client signs after the Contract Date, that Client's period runs from the day the Client signs, and the Contractor writes that day and the matching deadline on that Client's forms. If Law gives a longer period, the longer period applies. The Contractor gives this right by contract even if the federal Cooling-Off Rule does not cover the sale.

30.2 How to cancel. The Client may mail, deliver or email the form in Schedule E or another signed and dated written notice to the Contractor's address or email address in Section 1, or cancel in any other way that Law allows. No reason is needed. Mailing or emailing by the deadline is enough. The Contractor may not require a special form or a call.

30.3 What the Contractor gives. At signing, the Contractor will tell the Client orally about the right to cancel, give a completed copy of this Contract in the language mainly used in the oral sales presentation, and give two completed copies of Schedule E in that same language. Where the federal rule applies, the statement beside the Client's signature and the form are in bold type of at least 10 points. Each individual Client receives these papers.

30.4 Return of money and goods. Within 10 Business Days after it receives a valid notice, the Contractor will refund all payments, return any property traded in, cancel and return any negotiable instrument, and end any security interest. It will also tell the Client whether it will collect or abandon any delivered goods. The Client will make delivered goods available as Schedule E states.

30.5 No early work. The Contractor will not install, dig, apply Products or make non-returnable orders before the period ends. If work was started by mistake, the Client's right remains, and no charge is made for it except as Law allows.

30.6 Emergency. If the Client contacted the Contractor for an emergency repair and the federal exclusion applies, the Client may give a separate handwritten statement, dated and signed, that describes the emergency and expressly acknowledges and waives the right to cancel the sale within 3 business days. The Contractor may then begin only the stated emergency work. A printed form or a clause in this Contract is not enough, and state Law must also allow it.

30.7 No waiver. A term that waives or narrows a mandatory right to cancel, or a confession of judgment, is not part of this Contract. The Contractor may not transfer a note or other evidence of debt to a finance company before midnight of the fifth Business Day after the Contract Date.

30.8 Business Client. This section and Schedule E apply only to a Client who is a consumer or to whom Law gives a right to cancel. For another Client, the Parties remove the statement beside the Client's signature and Schedule E before signing.

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31. Force majeure

31.1 Events. A Party is not responsible for delay caused by an event outside its reasonable control that it could not avoid by reasonable care, such as severe storm, flood, wildfire, epidemic order, utility outage, quarantine, government water ban, labor dispute outside its workforce or a supply failure affecting the market.

31.2 Notice. The affected Party will give notice within [Days to give notice of an outside event: _____] days, explain the expected length and use reasonable efforts to resume. Dates are extended for the actual effect.

31.3 Payment and risk. This section does not excuse payment for work already done, safety, insurance or a deposit refund. A cost increase alone is not an event.

31.4 Long events. If the event stops important work for [Length of an event that allows termination, in days: _____] days, either Party may end the affected work by notice. Payment and refund then follow Section 29.

32. Dispute resolution

32.1 Talk first. A Party with a dispute sends a notice. Persons with authority meet or speak within [Days to talk about a dispute: _____] days. Either Party may ask for an inspection by a qualified landscape professional; the Parties share the fee only if both choose the person in writing.

32.2 Mediation. If talk does not settle the dispute, the Parties may use a mediator in [Place of mediation: _____]. Mediation is voluntary, and each Party pays its share. Agreed mediation does not prevent an urgent court order, a small claims case, a license board complaint or a step needed to meet a legal deadline.

32.3 Courts. A remaining dispute may be brought in a court with jurisdiction. This Contract contains no arbitration clause, no jury waiver and no class waiver.

32.4 Later arbitration. An arbitration agreement may be made only after a dispute arises, by a separate signed document that meets state form rules and explains the effect on any licensing board claim or bond. No Party must agree to it.

32.5 Fees. Each Party pays its own attorney fees unless Law entitles that Party to recover them. This Contract does not award fees to the Contractor alone.

32.6 Deadlines. The Contract does not shorten a limitation period or require a Party to give up a mandatory notice, cure, consumer or construction defect right.

33. Notices

33.1 Form. A formal notice must be in writing and sent to the address or email in Section 1. Hand delivery takes effect on receipt. A courier notice takes effect on delivery. Certified mail takes effect on delivery or the recorded first attempt. Ordinary mail takes effect 3 Business Days after mailing.

33.2 Email. Email takes effect when the sender receives an automatic or human confirmation, or on the next Business Day if no failure message is received, except where Law requires another method. A cancellation, default or lien notice sent in a method that Law requires remains valid even if email also

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works.

33.3 Cancellation exception. The timing rule in this section does not shorten Section 30. A mailed cancellation notice works when it is mailed. An emailed cancellation notice works when it is sent.

33.4 Change of address. A Party may change its details by notice. Routine scheduling may be by text or telephone, but it does not amend the Contract.

34. Photographs and reviews

34.1 Photos. The Contractor **[May or may not use photos: _____]** use photographs of the completed Work in its portfolio. It may not show a person, house number, license plate, security equipment or the Client's name without separate written consent. The Client may withdraw consent for future use.

34.2 Reviews. The Client may publish an honest review, rating or photograph. The Contractor will not charge, threaten or penalize the Client for it or claim ownership of it. This section does not protect a statement that Law makes unlawful.

34.3 Plans. The Client may use the delivered plans and care sheets to build, maintain, insure, sell and repair the Work. The Contractor keeps rights in its standard designs and may not disclose private Client information.

35. Financing notice (if financed)

35.1 Financing status. The Contractor **[Does or does not finance: _____]** provide or arrange financing for this Contract. A lender's document has its own terms. The Client need not finance the Work through a lender named by the Contractor.

35.2 No approval, no duty. If the Client's duty to buy depends on financing, the date is [Financing deadline: _____]. If the stated financing is not approved by then, the Client may end the Contract and receive a refund of the deposit, unless the Parties extend the date in writing.

35.3 Security in a home. The Contractor takes no mortgage, deed of trust or other security interest in the Client's home under this Contract, apart from lien rights that arise under Law. If consumer credit does take a security interest in the Client's principal dwelling, the Client receives the disclosures and notices that Law requires. The Client may have a separate right to rescind until midnight of the third business day after the last event that starts the period under Law.

35.4 Notice for consumer credit. If this is a consumer credit contract, the notice below is part of it in at least 10 point bold type. If a lender makes a purchase money loan, the Contractor will accept the loan proceeds only if the loan contract has the notice that the federal Holder Rule requires for that loan.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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35.5 If not financed. The notice does not turn a cash contract, progress payment plan or late invoice into consumer credit.

36. Assignment, amendment, waiver and severability

36.1 Assignment. Neither Party may assign the Contract without the other's written consent, not unreasonably withheld. The Contractor may use Subcontractors as stated. A later owner of the Property may use the warranty. An assignment does not remove a defense to payment.

36.2 Amendment. An amendment must be in writing and agreed by both Parties. A Change Order covers a change to the Work. No one may orally waive a writing duty that Law imposes.

36.3 Waiver. Delay in using a right is not a waiver. A waiver must be written and applies only to the stated event.

36.4 Severability. If a term is invalid, the other terms remain. The invalid term is replaced by a lawful term close to its purpose, but not if that would preserve an unfair or prohibited term.

36.5 No third-party claims. The Contract is for the Parties, lawful successors and the warranty holders named in it. Subcontractors keep their separate lawful lien rights.

36.6 Privacy. Each Party uses the other's personal data only for this Contract, lawful records and insurance claims.

37. Governing law, state notices and entire agreement

37.1 Governing law. The Law of [State whose law governs: _____], the Property State, governs this Contract. Federal Law also applies. The Parties do not choose another state's Law to avoid consumer, licensing, lien or public safety rules of the Property State.

37.2 State notices. Before signing, the Contractor will complete Schedule F with the Property State's required contract terms and current official notices. A required item forms part of the Contract. If no state item applies, Schedule F says so after a check on [Date the state rules were checked: _____].

37.3 Required form. If the Property State requires a specific form, the Contractor will use it and attach compatible terms from this Contract only where allowed. This general form is not used in place of a mandatory form.

37.4 Conflict. A state rule that Parties cannot change prevails over deposit, payment, cancellation, warranty, indemnity, fee, renewal or other terms.

37.5 Entire agreement. The signed Contract and its Schedules are the whole agreement about the Work and replace earlier talks. This does not exclude liability for fraud, a written statement that Law makes part of the deal or a mandatory consumer right.

37.6 Advice. Each Party had a chance to read the Contract and seek advice. No presumption applies because one Party prepared it, except where Law protects a consumer.

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38. Counterparts and electronic signatures

38.1 Counterparts. The Parties may sign separate copies that together form one Contract. Each receives a complete signed copy with Schedules.

38.2 Electronic signatures. An electronic signature that shows intent and can be kept has the same effect as ink where Law allows. The Parties will use ink, separate initials, witnesses or a notary where Law requires it.

38.3 Electronic consumer papers. A legally required writing is sent only electronically after the consumer gives the consent that the federal E-SIGN Act requires and has not withdrawn it. The consumer's choice is [Client's electronic delivery choice: _____]. The consumer may ask for paper and withdraw consent at no charge.

38.4 Cancellation copies. Contractor supplies two paper copies of Schedule E at signing unless Law and the consumer's consent allow an equivalent electronic delivery. A link alone is not enough unless Law allows it.

Do not sign this Contract if a space is blank. Keep a completed copy, Schedules A to F and two copies of the Notice of Cancellation.

The Client confirms receipt of the papers and oral cancellation notice, if the Client is a consumer. Client initials:

CONTRACTOR: [Contractor's full legal name: _____]
By (signature):
Printed name and title: [Contractor signatory's name and title: _____]
License or registration number: [Contractor license or registration number: _____]
Date signed: [Date contractor signs: _____]

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

CLIENT: [Client's full legal name: _____]
Signature:
Printed name and title, if an organization: [Client signatory's name and title: _____]
Date signed: [Date client signs: _____]

SECOND CLIENT, if any: [Second client: _____]
Signature:
Date signed:

SCHEDULE A: PLANS, PLANT LIST AND MATERIALS

1. Work, area by area: [Summary of installation work: _____]

2. Drawings and other documents included (title, date): [Drawings and documents: _____]

3. Plant list (botanical and common name, size, quantity, place): [Plant list: _____]

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4. Soil, compost, mulch and seed (type, depth, quantity): [Soil, compost, mulch and seed: _____]

5. Hardscape and other materials (brand, color, size, quantity, base): [Hardscape and materials: _____]

6. Irrigation, drainage and lighting (zones, models, backflow protection): [Irrigation, drainage and lighting: _____]

7. Removal, protection and salvage: [Removal, protection and salvage: _____]

8. Client-supplied items: [Client-supplied items: _____]

9. Allowances (item, amount, included labor): [Allowances: _____]

10. Guarantee statement: The Contractor gives the guarantee in Section 19. For each item excluded from it, the Contractor states whether any other guarantee is given or that no guarantee is given: [Items with a different or no guarantee: _____]

11. Excluded work: [Work that is excluded: _____]

No plant or material may be replaced without the consent required by Section 12.

SCHEDULE B: MAINTENANCE CALENDAR AND PRODUCT APPLICATIONS

1. Maintenance responsibility

Areas and plants maintained by the Contractor: [Areas the contractor maintains: _____]
Areas and plants maintained by the Client: [Areas the client maintains: _____]

2. Services included (service, number, approximate months)

Mowing and trimming: [Mowing and trimming: _____]
Weeding and bed care: [Weeding and bed care: _____]
Pruning: [Pruning: _____]
Spring and fall cleanup: [Seasonal cleanup: _____]
Mulch, aeration and overseeding: [Mulch, aeration and overseeding: _____]
Irrigation startup and winterization: [Irrigation visits: _____]

3. Product applications

The Client may say "none". Do not include pesticide or fertilizer by a general reference to "lawn care".

Purpose and area: [Product purpose and area: _____]
Approximate dates: [Approximate application dates: _____]
Number of applications: [Number of applications: _____]
Total price of applications: [Total price of applications: _____]
Product brand and active ingredients: [Product brands and active ingredients: _____]
Label warnings given: [Label warnings given: _____]
Business registration and applicator certification: [Pesticide business and applicator numbers: _____]
Re-entry time and posting: [Re-entry time and posting: _____]

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If a date changes, record the proposed date, the Client's acceptance and its date before the pesticide is applied: [Changed application date and acceptance: _____]

4. Product history supplied by the Client (allergy, bees, wells, edible beds): [Allergies, bees, wells and edible beds: _____]

Contractor initials:
Client initials:

SCHEDULE C: PAYMENT SCHEDULE

1. Installation Contract Price: [Installation contract price: _____]

2. Deposit: [Deposit: _____]. Due: [When the deposit is due: _____]

3. Progress payments

After [First payment stage: _____]: [First stage amount: _____]
After [Second payment stage: _____]: [Second stage amount: _____]

4. Final payment after Acceptance and releases: [Final payment: _____]

The deposit, progress payments and final payment equal the Contract Price. Each payment must fit the limits of Section 7.

5. Maintenance Fee: [Maintenance fee: _____]
Dates billed: [Maintenance billing dates: _____]
Extra visit rate: [Extra visit rate: _____]

6. Time rate, unit prices and markup, if used: [Time rates, unit prices and markup: _____]

7. Excluded taxes, fees and disposal charges: [Charges not included in the price: _____]

8. Papers due before final payment: lien releases, permit and inspection records, warranties, manuals, irrigation zone list, Product records and plant care sheet.

SCHEDULE D: CHANGE ORDER FORM

This form changes the Landscaping Contract dated [Contract date: _____] between [Contractor's full legal name: _____] and [Client's full legal name: _____] for [Property address: _____].

1. Number and date: [Change order number and date: _____]

2. Reason: [Reason for the change: _____]

3. Added, omitted or changed work, plants and materials: [Changed work and materials: _____]

4. Amount added to or subtracted from the price: [Change in price: _____]

5. New Contract Price: [New contract price: _____]

6. Effect on progress payments: [Effect on payments: _____]

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7. Effect on completion date: [Effect on completion date: _____]

8. Effect on plant warranty or maintenance: [Effect on warranty or maintenance: _____]

The Parties agree to this change. The other terms stay the same.

Contractor (signature):
Date:

Client (signature):
Date:

39. Schedule E: notice of cancellation

SCHEDULE E: NOTICE OF CANCELLATION

The Contractor completes both copies before giving them to a consumer. The notice is printed in bold type of at least 10 points, in the same language as the Contract. Each individual Client receives two copies. An additional state form is attached when Law requires it.

COPY 1

NOTICE OF CANCELLATION

Date of transaction: [Contract date: _____]

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to [Contractor's full legal name: _____], at [Contractor's place of business: _____] NOT LATER THAN MIDNIGHT OF [Last date to cancel: _____].

I HEREBY CANCEL THIS TRANSACTION.

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Date:
Buyer's signature:

COPY 2

NOTICE OF CANCELLATION

Date of transaction: [Contract date: _____]

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to [Contractor's full legal name: _____], at [Contractor's place of business: _____] NOT LATER THAN MIDNIGHT OF [Last date to cancel: _____].

I HEREBY CANCEL THIS TRANSACTION.

Date:
Buyer's signature:

SCHEDULE F: STATE NOTICES AND ADDENDUM

The Contractor checks and attaches the exact current text for the Property State, obtains required signatures and writes "does not apply" only after checking.

1. Property State, sources and date checked: [State sources and date checked: _____]

2. License, registration, bond and complaint notice: [License and complaint notice: _____]

3. State contract statements and official form: [State contract statements and form: _____]

4. State cancellation notice or longer period: [State cancellation notice: _____]

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5. Deposit, trust, escrow and progress payment notice: [Deposit protection notice: _____]

6. Lien warning and owner's signature: [Lien warning: _____]

7. Subcontractor notice and list: [Subcontractors and their work: _____]

8. Irrigation license, statement, seal and warranty: [State irrigation documents: _____]

9. Pesticide, fertilizer, posting or neighbor notice: [State product notices: _____]

10. Insurance, warranty, renewal or other notice: [Other state notices: _____]

11. Terms changed or omitted because of state Law: [Terms changed for state law: _____]

Contractor (signature):
Date:

Received by Client (signature):
Date:

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