

# **ROUTINE LAWN MAINTENANCE SERVICE AGREEMENT**

## **Purpose :**

The purpose of this agreement is to set forth the terms and conditions under which Gardens & Grounds, LLC. (hereinafter called "The Contractor") will provide, year around, landscape maintenance services for the client. Please read carefully and completely.

## **Scope of Work :**

1. Mowing of turf areas will be done with a recycling mower and mowing height will be determined by The Contractor and done in accordance with the best horticultural practices suitable for the turf type.
2. A string trimmer will be used around buildings, beds, trees, shrubs, obstructions or in areas inaccessible by a mowing machine.
3. Edging of beds, driveways, walkways, patios, and other hard surfaces will be done at the discretion of The Contractor.
4. Walkways, driveways, patios, porches and other hard surfaces will be cleared of debris with a power blower. Any of these areas that are blocked or cluttered with obstructions such as but not limited to cars, boxes, bags, bicycles, toys, tools, etc., at the discretion of The Contractor, will not be cleared of debris.
5. Weeds in and on hard surfaces such as but not limited to driveways, parking lots, walkways, patios, etc. will be eliminated with chemical application. Hard surfaces can be made of but not limited to concrete, asphalt, gravel, bricks, pavers, etc.
6. If client has both lawn maintenance and bed maintenance services, weed maintenance for hard services will be covered by the Routine Bed Maintenance Agreement.
7. The Contractor will furnish all labor and equipment necessary to perform above services.

Visits will be made approximately every week from April 1 through September 30 and every other week from approximately October 1 through March 31. The client understands that weather is a major factor in maintaining a lawn and/or landscape. If present or past weather conditions should make it impossible for the contractor to make a regularly scheduled visit the visit will be rescheduled to the next available day. If present or past weather conditions should make it impossible for the contractor to perform any of the services outlined in this section the contractor can consider a visit complete if only a portion of these services are performed.

## **Payment Terms, Length of Contract and Other Fees :**

1. This agreement shall become effective beginning on the date of acceptance and shall continue for a period of twelve consecutive months unless terminated as provided below. Upon its completion, this agreement will automatically renew for an additional one-year commitment, and shall continue to automatically renew after each completion until it is terminated as provided below.
2. Payments, in the amount agreed upon, are to be made monthly regardless of the amount of visits made during a specific month.
3. In the event of excessive debris such as, but not limited to, tree limbs, sticks, leaves, trash, toys, etc. that impede the performance of any services rendered under this agreement, The Contractor may elect to remove any obstructions or debris and charge a service fee if such services are required.
4. This agreement price has been negotiated and agreed upon based on the Client's grounds, as they exist on the agreement date.
5. Monthly service invoices will be rendered by The Contractor to the client by or around the 25th day of each month, and are due in full by the 5th day of that month.
6. Any balance over 30 days past due will be subject to a finance charge of \$20.00. This finance charge will be reassessed every 30 days until the past due balance is \$0.00.
7. A service charge of \$50.00 will be charged for any returned check.

## **Other considerations:**

The contractor, nor its employees, will be held liable or responsible for any damage to cables, wires, etc. used to provide utilities such as but not limited to telecommunications, cable TV or satellite TV caused during a maintenance visit. It is understood that it is the responsibility of the utility provider and/or the property owner to properly secure and/or protect these things from damage that might occur during a lawn or landscape maintenance visit.

## **Provisions for Cancellation and Default :**

Either party may terminate this agreement at any time by written notice to the other party. In the event of cancellation, the client will be responsible for all costs of services rendered up to the cancellation date. A final invoice will be sent to the client for services through the cancellation date. This invoice will be due 10 days after receipt of final invoice by client.

Client will be responsible for all costs of collection, including without limitation, court costs and reasonable attorney's fees in the event that it becomes necessary for The Contractor to resort to legal measures to collect any amount owed under this agreement.

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