

# LANDSCAPE MAINTENANCE CONTRACT

Location: \_\_\_\_\_ Contract Date: \_\_\_\_\_

## Client Information:

Full Name / Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Service Provider Information:

Full Name / Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Property Information:

Property Address: \_\_\_\_\_

Type of Property (e.g., Residential, Commercial): \_\_\_\_\_

## Scope of Services:

The Service Provider agrees to perform landscape maintenance services at the Property, including but not limited to mowing, trimming, edging, fertilizing, weed control, pruning, irrigation system maintenance, seasonal clean-up, and other related tasks as requested by the Client. Any additional services outside this scope will require a separate agreement or amendment.

## Term of Contract:

This Contract shall commence on the Contract Date and continue on a month-to-month basis until terminated by either party with at least thirty (30) days' written notice. Either party may terminate this Contract for any reason upon providing the required notice.

## Payment Terms:

Client agrees to pay Service Provider the amount of \$\_\_\_\_\_ per month for the services rendered under this Contract. Payments shall be due on or before the \_\_\_\_\_ day of each month. Late payments shall incur a late fee of \$\_\_\_\_\_ after a grace period of \_\_\_\_\_ days. Payments shall be made by check, electronic transfer, or other mutually agreed method.

## Responsibilities and Obligations:

Service Provider shall perform all services in a professional, workmanlike manner in accordance with industry standards. Client shall provide reasonable access to the Property and notify Service Provider of any known hazards or special instructions. Neither party shall be liable for failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, or government restrictions.

## Insurance and Liability:

Service Provider shall maintain general liability insurance covering its operations. Service Provider is not responsible for damage to underground utilities, sprinkler systems, or plants not visible or disclosed prior to service. Client agrees to hold Service Provider harmless for any indirect, incidental, or consequential damages arising out of this Contract.

**Termination:**

Either party may terminate this Contract upon thirty (30) days' written notice to the other party. Upon termination, Client shall pay for all services rendered through the termination date. Termination does not relieve either party of obligations incurred prior to termination.

**Governing Law and Venue:**

This Contract shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Dispute Resolution:**

Any disputes arising out of or relating to this Contract shall first be attempted to be resolved through good faith negotiations. If unresolved within thirty (30) days, disputes shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association in the venue specified above.

**Entire Agreement and Amendments:**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Any amendments or modifications must be in writing and signed by both parties to be effective.

**Severability:**

If any provision of this Contract is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' intent.

**Waiver:**

No waiver by either party of any breach or default shall be considered a waiver of any subsequent breach or default. Failure to enforce any provision shall not constitute a waiver of the right to enforce it later.

**Indemnification:**

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs, and expenses arising out of the indemnifying party's negligence, willful misconduct, or breach of this Contract.

**Signatures:**

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