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Landscaping Agreement

State of Alabama

This Landscaping Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ by and between the following parties:

_____, having a primary address at the following:

_____
Email: _____

and

_____, having a primary address at the following:

_____
Email: _____

Hereinafter, "Client" will refer to and be used to describe the following party: _____. "Landscaper" will refer to and be used to describe the following party: _____. Landscaper and Client may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to engage Landscaper for certain landscaping services (the "Landscaping Services"), as described more fully below;

WHEREAS, Landscaper has the skills, qualifications, and expertise required to provide the Landscaping Services to the Client;

WHEREAS, Landscaper wishes to render such Landscaping Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Landscaping Services" shall be used to refer to the following specific residential Landscaping Services that the Landscaper will provide to the Client under the terms and conditions set forth herein:

_____

B) "Work Details" shall be as follows:

a) Date of Services: _____

b) Location Details:

_____

C) "Fees" shall be used to refer to the payment Client will pay to Landscaper for the rendering of the Landscaping Services. Specifically, the fees shall be as follows: $2 (two US dollars), as a fixed fee for all Landscaping Services rendered.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Landscaper hereby agrees to render the Landscaping Services to Client and Client agrees to pay Landscaper the Fees required for the Landscaping Services.

Article 3 - FEES:

a) Method of Payment: Landscaper will accept the following forms of payment:

_____

b) Payment Information: Payment of all Fees will be split as follows:

a) Booking Fee of $2 (two US dollars) due on _____

b) Final Fee of $2 (two US dollars) due on _____

c) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Landscaper shall be the sole and exclusive responsibility of each, respectively.

Article 4 - NO ONGOING GUARANTEES:

Landscaper will undertake the Landscaping Services to the best of Landscaper's ability and will complete the Landscaping Services as agreed to with Client. However, Client acknowledges and agrees that landscape maintenance is ongoing work that will become the responsibility of the Client. Landscaper will not be liable for any acts of Client (such as lack of maintenance, negligence) or acts of god (such as hurricanes, thunderstorms, earthquakes) that affect Client's landscaping at the completion of the Landscaping Services.

Article 5 - PERMITTING:

If any permits or licenses are required, Landscaper will obtain them and is expressly authorized to charge Client for the cost of any such permits or licenses. Landscaper will provide a cost estimate to Client prior to application of any payments or licenses, but Client is solely and exclusively responsible for the cost.

Article 6 - INSURANCE:

Landscaper agrees to maintain general liability insurance covering at minimum $1,000,000 per occurence/$2,000,000 aggregate for personal injury and property damage.

Article 7 - MATERIALS AND LABOR:

Landscaper will be responsible for using Landscaper's own tools and securing additional labor as needed.

For any new installations in the Location, Client shall be responsible for payment. Landscaper and Client agree to discuss cost of new installations ahead of time for the authorization of cost, but such discussions do not need to be in writing.

Article 8 - COOPERATION:

Client and Landscaper agree to cooperate with each other for the duration of the Parties' relationship. Client will provide access to the Location as needed for Landscaper to complete the Landscaping Services, including having space available for Landscaper's vehicles, tools, and Landscaper's employees' or contractors' vehicles and tools. Client shall also advise Landscaper as to the bounds of Client's property to avoid Landscaper's encroachment upon any third-party's property.

Article 9 - COMPLETION OF WORK:

At the completion of the Landcaping Services, Landscaper will make every effort to ensure the Location is clean and free of debris.

Article 10 - RELATIONSHIP OF THE PARTIES:

Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Article 11 -

Article 12 -

Article 13 -

Article 14 -

Article 15 - TERMINATION:

This Agreement shall terminate automatically when the Landscaping Services have been completed.

This Agreement may also be terminated by either Party, upon notice in writing:

I) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not; or

II) if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform.

Article 16 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as

provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

H) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

I) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

J) FORCE MAJEURE: Landscaper is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

K) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify to the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Landscaper:

Name: _____

Signature: _____

Date: _____

Client:

Name: _____

Signature: _____

Date: _____