☐

☐

- Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**III. The Service**. The Service Provider agrees to provide the following: (check all that

apply)

☐

- Mowing

☐

- Edging

☐

- Trimming Hedges and Bushes

☐

- Mulching

- End Date: On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

- Raking and Debris Removal

☐

- Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Hereinafter known as the “Service”.

Service Provider shall provide, while providing the Service, that he/she/they shall

comply with the policies, standards, and regulations of the Client, including local, State,

and Federal laws and to the best of their abilities.

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**I. The Parties**. This Lawn Care Service Contract (“Agreement”) made

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), is by and between:

**Service Provider**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Service Provider”),

AND

**Client**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”),

**LAWN CARE SERVICE CONTRACT**

Service Provider and Client are each referred to herein as a “Party” and, collectively, as

the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and

agreements contained herein, the Client hires the Service Provider to work under the

terms and conditions hereby agreed upon by the Parties:

**II. Term**. The term of this Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

20\_\_\_\_ and terminate: (check one)

☐

- At-Will: Written notice of at least \_\_\_\_ days’ notice.

☐

- Not required to pay a retainer before the Service Provider is able to

- Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Hereinafter known as the “Payment Method”. The Payment Amount and Payment

Method collectively shall be referred to as “Compensation”.

**VII. Retainer**. The Client is: (check one)

☐

- To pay a retainer in the amount of $\_\_\_\_\_\_\_\_\_\_ to the Service Provider as

an advance on future Services to be provided ("Retainer"). (check one)

☐

- Retainer is Refundable.

☐

- Retainer is Non-Refundable.

☐

☐

commence work.

**VIII. Inspection of Services**. Any Compensation shall be subject to the Client

inspecting the completed Services of the Service Provider. If any of the Services

performed by the Service Provider pursuant to this Agreement are defective or

incomplete, the Client shall have the right to notify the Service Provider, at which time

the Service Provider shall promptly correct such work within a reasonable time.

**IX. Return of Property**. Upon the termination of this Agreement, all property provided

by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and

Page 2 of 5

**IV. The Property**. The Service shall be provided at the following address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Property”).

**V. Payment Amount**. The Client agrees to pay the Service Provider the following

compensation for the Service performed under this Agreement: (check one)

☐

- $\_\_\_\_ / Hour

☐

- $\_\_\_\_ / per Job. A “Job” is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐

- Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Hereinafter known as the “Payment Amount”.

**VI. Payment Method**. The Client shall pay the Payment Amount: (check one)

☐

- When Invoiced

☐

- Daily

☐

- Weekly

☐

- Bi-Weekly

☐

- Monthly

are an independent contractor and not an agent, partner, joint venture, nor an employee

to restrain any such breach, without showing or proving actual damages

sustained by the Client

c.) **No Release**. Service Provider agrees that the termination of this Agreement shall

not release him/her/they from the obligations in this Section.

**XII. Taxes**. Service Provider shall pay and be solely responsible for all withholdings,

including, but not limited to, Social Security, State unemployment, State and Federal

income taxes, and any other obligations. In addition, Service Provider shall pay all

applicable sales or use taxes on the labor provided and materials furnished or otherwise

required by law in connection with the Services performed.

**XIII. Independent Contractor Status**. Service Provider acknowledges that he/she/they

remedies it may have at law or equity, to an injunction or other appropriate orders

of the Client. Service Provider shall have no authority to bind or otherwise obligate the

Client in any manner, nor shall the Service Provider represent to anyone that it has a

right to do so. Service Provider further agrees that in the event the Client suffers any

loss or damage as a result of a violation of this provision, the Service Provider shall

indemnify and hold harmless the Client from any such loss or damage.

**XIV. Safety**. Service Provider shall, at his/her/their own expense, be solely responsible

for protecting its employees, sub-Service Providers, material suppliers, and all other

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Provider or any other person, except with the prior written consent of the Client.

a delay in any final payment made by the Client.

**X. Time is of the Essence**. Service Provider acknowledges that time is of the essence

in regard to the performance of all Services.

**XI. Confidentiality**. Service Provider acknowledges and agrees that all financial and

accounting records, lists of property owned by Client, including amounts paid, therefore,

client and customer lists, and any other data and information related to the Client’s

business is confidential (“Confidential Information”). Therefore, except for disclosures

required to be made to advance the business of the Client and information which is a

matter of public record, Service Provider shall not, during the term of this Agreement or

after its termination, disclose any Confidential Information for the benefit of the Service

any other items must be returned by the Service Provider. Failure to do so may result in

a.) **Return of Documents**. Service Provider acknowledges and agrees that all

originals and copies of records, reports, documents, lists, plans, memoranda,

notes, and other documentation related to the business of the Client containing

Confidential Information shall be the sole and exclusive property of the Client and

shall be returned to the Client upon termination of this Agreement or upon written

request of the Client.

b.) **Injunction**. Client agrees that it would be difficult to measure damage to the

Client's business from any breach by the Service Provider under this Section;

therefore, any monetary damages would be an inadequate remedy for such

breach. Accordingly, the Service Provider agrees that if he/she/they should

breach this Section, the Client shall be entitled to, in addition to all other

**XXI. Additional Terms & Conditions**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XVIII. No Waiver**. No waiver of any provision of this Agreement shall be deemed or

shall constitute a continuing waiver, and no waiver shall be binding unless executed in

writing by the Party making the waiver.

**XIX. Governing Law**. This Agreement shall be governed by and shall be construed in

accordance with the laws in the State the Property is located.

**XX. Severability**. If any term, covenant, condition, or provision of this Agreement is held

by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder

of the provisions shall remain in full force and effect and shall in no way be affected,

impaired, or invalidated.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**XXII. Entire Agreement**. This Agreement constitutes the entire agreement between the

Parties to its subject matter and supersedes all prior contemporaneous agreements,

representations, and understandings of the Parties. No supplement, modification, or

amendment of this Agreement shall be binding unless executed in writing by all Parties.

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and inured to the benefit of heirs, personal representatives, successors, and assigns of

Services or the site where it is being performed (“Work Site”). In addition, Service

Provider agrees to act in accordance with the rules and regulations administered by

federal law and OSHA. Service Provider shall be solely responsible and liable for any

penalties, fines, or fees incurred.

**XV. Alcohol and Drugs**. Service Provider agrees that the presence of alcohol and

drugs are prohibited on the Work Site and while performing their Services. If the Service

Provider or any of their agents, employees, or subcontractors are determined to be

present or with alcohol or drugs in their possession, this Agreement shall terminate

immediately.

**XVI. Successors and Assigns**. The provisions of this Agreement shall be binding upon

persons from risk of death, injury or bodily harm arising from or in any way related to the

the Parties. Any provision hereof which imposes upon the Service Provider or Client an

obligation after termination or expiration of this Agreement shall survive termination or

expiration hereof and be binding upon the Service Provider or Client.

**XVII. Default**. In the event of default under this Agreement, the defaulted Party shall

reimburse the non-defaulting Party or Parties for all costs and expenses reasonably

incurred by the non-defaulting Party or Parties in connection with the default, including,

without limitation, attorney’s fees. Additionally, in the event a suit or action is filed to

enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties

shall be reimbursed by the other Party for all costs and expenses incurred in connection

with the suit or action, including, without limitation, reasonable attorney’s fees at the trial

level and on appeal.

**Client’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Service Provider’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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