

LANDSCAPING CONTRACT

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This Landscaping Contract (this "**Contract**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CONTRACTOR ADDRESS] ("**Contractor**"); and

[CUSTOMER NAME], with an address at [CUSTOMER ADDRESS] ("**Customer**").

Contractor and Customer are each a "**Party**" and together the "**Parties**."

Recitals. Customer owns or controls the property located at [PROPERTY ADDRESS] (the "**Property**") and wishes to engage Contractor to design and/or install landscaping at the Property. Contractor is in the business of providing landscape design and installation services and wishes to perform that work on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Work

1.1 Work. Contractor will furnish the design services, labor, materials, plants, and equipment necessary to perform the landscaping work described in **Exhibit A** (the "**Work**"), which may include design, grading, planting, hardscape, irrigation, lighting, sod, mulch, or other elements as described.

1.2 Design. Where the Work includes design, Contractor will prepare a landscape plan for Customer's written approval before installation begins. Changes to an approved plan are handled under Section 6.

1.3 Plant material. Contractor will furnish healthy nursery stock of the species, sizes, and quantities listed in Exhibit A. Substitutions of comparable species and size may be made when listed material is unavailable, with notice to Customer.

1.4 Exclusions. Unless expressly listed in Exhibit A, the Work does not include tree removal of protected trees, retaining walls requiring engineering, pool or structural construction, fence installation, pest treatment, or remediation of drainage problems originating off the Property.

2. Permits, Utilities, and Site Conditions

2.1 Permits and approvals. Contractor will obtain any permit that applicable law requires for the Work. Customer is responsible for obtaining homeowners-association or architectural-review approvals where required.

2.2 Utility locating. Before any excavation, Contractor will arrange for underground public utilities to be located through the applicable call-before-you-dig service. Customer will identify private lines (such as private irrigation, electrical to outbuildings, septic, or invisible fencing) not covered by that service.

2.3 Site conditions. Contractor's pricing assumes normal soil and access conditions. Rock, buried debris, poor drainage, or other concealed conditions that materially affect cost or schedule are addressed under Section 6.

2.4 Water and power. Customer will provide reasonable access to water and power at the Property as needed for the Work and for initial plant establishment.

3. Schedule

3.1 Commencement and completion. Contractor will begin the Work on or about [START DATE] and will use commercially reasonable efforts to achieve substantial completion by [TARGET COMPLETION DATE], subject to weather, seasonal planting windows, material availability, and matters beyond Contractor's reasonable control.

3.2 Weather and seasonality. Planting, seeding, and sod installation depend on suitable weather and season. Contractor may reschedule affected Work without penalty when conditions are unsuitable for healthy establishment.

3.3 Access. Customer will provide reasonable access to the Property and the work areas and will secure pets during the Work. Delays caused by lack of access may extend the schedule and adjust pricing.

4. Contract Price and Payment

4.1 Price. Customer will pay Contractor [TOTAL CONTRACT PRICE] for the Work (the "Contract Price"), on a [FIXED-FEE / TIME-AND-MATERIALS / UNIT-PRICE] basis as described in Exhibit A. Design fees, if separate, are stated in Exhibit A.

4.2 Deposit. Customer will pay a deposit of [AMOUNT OR PERCENT] before the Work begins, which may be applied toward design and material ordering. Some jurisdictions limit the deposit a contractor may collect on residential work; the deposit must comply with applicable local law.

4.3 Progress and final payment. Customer will pay progress payments as set out in Exhibit A or, if none, within [NUMBER, e.g. 15] days after each invoice. Final payment is due within [NUMBER] days after substantial completion and the walkthrough under Section 7.

4.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. Contractor may suspend Work on [NUMBER] days' written notice if an undisputed amount remains unpaid past its due date.

4.5 Lien rights. Contractor and its suppliers may have lien rights under applicable law for unpaid amounts. Lien waivers will be exchanged in accordance with local law as payments are made.

5. Plant Warranty and Customer Maintenance

5.1 Plant warranty. Contractor warrants that installed plant material will be alive and healthy for [NUMBER, e.g. 90] days (or [NUMBER] for trees) after substantial completion, provided Customer follows the watering and care instructions Contractor furnishes. Contractor will replace covered plants that fail within the warranty period one time per plant.

5.2 Workmanship warranty. Contractor warrants installation workmanship—such as hardscape, irrigation, and grading—for [NUMBER, e.g. 12] months after substantial completion and will correct covered defects reported within that period.

5.3 Customer maintenance. After substantial completion, Customer is responsible for watering, weeding, mowing, and general maintenance unless a separate maintenance agreement is in place. The plant warranty does not cover loss caused by under- or over-watering, neglect, weather extremes, pests, disease, animals, or damage by others.

5.4 **No guarantee of growth rate.** Contractor does not guarantee plant growth rate, bloom, or mature appearance, which depend on natural and environmental factors outside its control.

6. Changes and Concealed Conditions

6.1 **Change orders.** Any change to the Work takes effect only when both Parties sign a written change order describing the change and its effect on the Contract Price and schedule. Contractor is not obligated to perform extra work until a change order is signed.

6.2 **Concealed conditions.** If Contractor encounters concealed conditions—such as rock, buried utilities or debris, contaminated soil, or drainage deficiencies—that materially affect cost or schedule, Contractor will notify Customer and proceed only after the Parties agree on a change order.

7. Walkthrough, Insurance, and Liability

7.1 **Walkthrough.** On substantial completion, the Parties will walk through the Work together and prepare a punch list. Contractor will complete reasonable punch-list items before final payment.

7.2 **Insurance.** Contractor will maintain general liability insurance of at least [AMOUNT] and workers' compensation insurance as required by law. Certificates will be provided on request.

7.3 **Limitation of liability.** Except for the excluded matters in Section 7.4, neither Party is liable for indirect, incidental, special, or consequential damages, and Contractor's total liability will not exceed the Contract Price.

7.4 **Exclusions.** The limitation in Section 7.3 does not apply to bodily injury, property damage caused by a Party's negligence or willful misconduct, indemnification obligations, or liability that cannot be limited under applicable law.

7.5 **Indemnification.** Each Party will indemnify the other against third-party claims arising from its own negligence or willful misconduct, subject to the limitations above.

8. Termination

8.1 **For convenience.** Customer may terminate on [NUMBER] days' written notice; Customer will pay for Work performed and materials and plants ordered through the termination date.

8.2 **For cause.** Either Party may terminate on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice. Customer's failure to pay undisputed amounts is a material breach.

8.3 **Effect.** On termination, Contractor will leave the Property in a safe condition and remove its equipment and debris, and Customer will pay all amounts then due.

9. General Provisions

9.1 **Independent contractor.** Contractor is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship.

9.2 **Governing law and venue.** This Contract is governed by the laws of the State of [STATE]. The Parties submit to the courts located in [COUNTY, STATE].

9.3 **Dispute resolution.** The Parties will attempt in good faith to resolve any dispute by direct discussion before filing suit. [OPTIONAL: mediation or arbitration — discuss with counsel.]

9.4 **Notices.** Notices must be in writing and delivered to the addresses above or as updated in writing, and are effective on receipt.

9.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and mitigates.

9.6 **Entire agreement; amendment.** This Contract, with its Exhibits and signed change orders, is the entire agreement and may be amended only in a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Contract may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

CONTRACTOR	CUSTOMER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____

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