

# LAWN CARE AGREEMENT

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

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

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

Provider 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 Provider to furnish recurring lawn care and maintenance services. Provider is in the business of providing lawn care services and wishes to perform those services on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Services

**1.1 Scope.** Provider will furnish the recurring lawn care services described in **Exhibit A** (the "**Services**"), which may include mowing, edging, trimming, blowing of clippings, and the seasonal services listed in Exhibit A such as fertilization, weed control, aeration, leaf removal, or shrub trimming.

**1.2 Standard of service.** Provider will perform the Services in a workmanlike manner consistent with generally accepted lawn care practices and applicable product label directions.

**1.3 Exclusions.** Unless expressly listed in Exhibit A, the Services do not include irrigation repair, tree removal or large-tree pruning, hardscape work, landscape design or installation, pest extermination beyond labeled lawn products, snow removal, or hauling of bulk debris.

**1.4 Property condition.** Customer will keep the Property reasonably clear of toys, hoses, pet waste, debris, and obstructions before each scheduled visit. Provider is not responsible for damage to, or caused by, objects left in the service area or for hidden hazards not marked by Customer.

## 2. Schedule and Access

**2.1 Service frequency.** Provider will perform the Services on a [WEEKLY / BIWEEKLY / MONTHLY / SEASONAL] basis, generally on [DAY(S) OF WEEK], weather permitting. Exact timing may vary with weather, growth conditions, and route logistics.

**2.2 Weather.** Provider may reschedule Services delayed by weather (such as rain, drought watering restrictions, or unsafe conditions) to the next reasonable opportunity without penalty.

**2.3 Access.** Customer will provide reasonable access to the Property, including unlocking gates and securing pets, on scheduled service days. If Provider cannot access the Property and complete the Services for reasons

attributable to Customer, the visit may be charged as performed.

**2.4 Utilities and locates.** For any service involving ground penetration (such as aeration), Customer will identify private underground lines (irrigation, invisible fencing, low-voltage lighting) not covered by the public call-before-you-dig service.

### 3. Term and Renewal

**3.1 Term.** This Agreement begins on the Effective Date and continues for an initial term of [NUMBER, e.g. 12] months (the "Term"), unless terminated earlier under Section 7.

**3.2 Renewal.** Unless either Party gives written notice of non-renewal at least [NUMBER, e.g. 30] days before the Term ends, this Agreement renews automatically for successive [periods, e.g. 12-month] terms on the same terms, subject to any price change made under Section 4.4.

**3.3 Seasonal suspension.** If the Services are seasonal, the Parties may agree in writing to suspend Services during the off-season without terminating this Agreement.

### 4. Fees and Payment

**4.1 Fees.** Customer will pay Provider [AMOUNT] per [VISIT / MONTH] for the Services, plus the charges for any seasonal or add-on services listed in Exhibit A.

**4.2 Billing.** Provider will invoice Customer [PER VISIT / MONTHLY IN ADVANCE / MONTHLY IN ARREARS]. Customer will pay each undisputed invoice within [NUMBER, e.g. 15] days of the invoice date.

**4.3 Late payment and suspension.** 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. Provider may suspend Services on [NUMBER] days' written notice if an undisputed amount remains unpaid past its due date.

**4.4 Price changes.** Provider may adjust recurring fees on at least [NUMBER, e.g. 30] days' written notice, effective at the start of the next billing cycle. Customer may terminate under Section 7.1 if it does not accept a price change.

**4.5 Additional work.** Work outside the recurring scope will be performed only after the Parties agree in writing (including by email or text confirmation) on the additional work and its price.

### 5. Materials, Chemicals, and Compliance

**5.1 Products.** Provider will apply fertilizers, herbicides, and pesticides, if any, in accordance with product labels and applicable law, and will hold any applicator license or certification required in the jurisdiction.

**5.2 Notices and re-entry.** Provider will post or provide any pre- or post-application notices required by law and will advise Customer of any recommended re-entry interval for people and pets.

**5.3 Customer cooperation.** Customer will inform Provider of organic-only preferences, sensitivities, pollinator plantings, or areas to avoid, and will keep people and pets off treated areas during any specified re-entry interval.

### 6. Insurance and Liability

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

**6.2 Property damage.** Provider will take reasonable care to avoid damage to the Property and will repair or fairly compensate Customer for damage caused by Provider's negligence, excluding ordinary wear such as minor turf

marks or incidental effects of routine mowing.

**6.3 Limitation of liability.** Except for the excluded matters in Section 6.4, neither Party is liable for indirect, incidental, special, or consequential damages, and Provider's total liability in any **[12-month]** period will not exceed the fees paid by Customer in that period.

**6.4 Exclusions.** The limitation in Section 6.3 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.

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

## 7. Termination

**7.1 For convenience.** Either Party may terminate this Agreement on **[NUMBER, e.g. 30]** days' written notice. Customer remains responsible for Services performed and for any pre-purchased seasonal materials through the termination date.

**7.2 For cause.** Either Party may terminate immediately 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.

**7.3 Effect.** On termination, Provider will complete or invoice Services performed through the termination date, and Customer will pay all amounts then due.

## 8. General Provisions

**8.1 Independent contractor.** Provider is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

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

**8.3 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.]**

**8.4 Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except Provider may assign to a successor in connection with a sale of its business on written notice.

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

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

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

**8.8 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.

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

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

**PROVIDER**

**CUSTOMER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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