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LAWN CARE MAINTENANCE AGREEMENT

This is an agreement between **Ace's Lawn and Garden Maintenance**, herein after referred to as the contractor, and _____, herein after referred to as the client. The contractor and the client hereby promise and agree to the following: The contractor agrees to provide the service(s) detailed in the following Lawn Maintenance Specifications and attached Scope of Work Section. The client agrees to pay the charges specified herein.

Lawn Maintenance Specifications

Mowing, Trimming, Blowing and Grass Clippings Removal usually performed during normal growing season or as weather conditions require.

All turf areas shall be mowed weekly or bi-weekly, as defined in the Scope of Work Section. Mowing height shall be according to the grass type and variety. Sidewalks, fences, driveways, parking lots, buildings, trees and plant beds and any other surface areas bordered by grass inaccessible to a mower will be line trimmed. After mowing and trimming all sidewalks, curbs and roadways shall be cleaned up with a mechanical blower from all of the grass clippings. Grass clippings and any trimmings shall be collected and placed in your trash containers. Planters can be weeded or sprayed on an as needed basis depending on preliminary agreement. Shrubs can be trimmed on an as needed basis depending on preliminary agreement. Fertilizers and weed treatment applications shall be charged separately unless included in preliminary agreement.

Liabilities

The contractor is liable for any damages due to operation of his equipment in performing this agreement. The contractor is not liable for damages caused by or to any item hidden in the landscape and not clearly guarded or marked i.e. exposed cables/wires or sprinkler components/lines normally found below the lawn's surface. The contractor is not liable for damages from flying debris to windows or vehicles. Customer understands that responsibility for the health of their lawn resides with the customer. Unfortunately even when exposed to the best of lawn care practices by the contractor, a lawn may have poor health if over or under fertilized. Improper watering techniques will also have negative consequences on the health of the lawn especially during times of drought.

Terms and Conditions

The client agrees and is responsible for removal of any items i.e. toys, pet droppings, etc. from turf areas that would otherwise interfere with performing of this agreement. For general safety, neither contractor, nor any of his employees are to be approached while using equipment, please keep children and pets inside. In the event of inclement weather whereas these services cannot be provided, work for the client shall be scheduled for the next available day. An invoice shall be supplied to the client on or around the 20th of every month. Payment is due on the 1st of every month. Return checks will incur a \$20.00 NSF fee. A late fee of 20% will be charged if Payments more than 10 days overdue shall be considered delinquent and all services to the client shall be suspended until the account is current.