

Agreement for Employment of Landscape Architect as an Independent Contractor

Agreement made on the ____ day of _____, 20____, between
_____ (Owner) of _____

(street address, city, county, state, zip code), referred to herein as *Owner*, and
[COMPANY], of [ADDRESS1] [ADDRESS2] [CITY], [STATE] [ZIP] a Landscape
Architect referred to herein as *Architect*.

Whereas, *Owner* desires to retain *Architect* to provide landscape architectural
services for the premises of *Owner* located at _____
_____ (street address, city, county,
state, zip code), hereinafter called *Premises*.

Now, therefore, for and in consideration of the mutual covenants contained in this
agreement, and other good and valuable consideration, the receipt and sufficiency of
which is hereby acknowledged, the parties agree as follows:

I. Services to be Performed

Architect shall furnish professional services for *Owner* upon the terms and under
the conditions contained in this Agreement. These services will consist of visits to the
grounds, putting in plants, the preparation of preliminary studies, working drawings,
large scale and full size drawings, attending necessary conferences, soliciting of bids,
negotiation with contractors, and the general direction and supervision of the work.

II. Supervision

A. Supervision by *Architect* means such inspection by *Architect*, or his agent,
of work performed on the *Premises* as he finds necessary to determine whether the work
is being executed in general conformity with his drawings, specifications, and directions.

B. *Architect* has authority to reject any part of the work that does not so
conform and to order its removal and reconstruction.

C. *Architect* has authority to act in emergencies that may arise in the course
of construction, to order necessary changes, and to define the intent and meaning of the
drawings and specifications.

IV. Liability of Architect

Architect is not responsible for delays of the contractor, nor for imperfections in
the quality of work that may be covered up in the absence of the *Architect* or his
assistants, nor for the failure of plants to grow.

V. Drawings and Specifications

Drawings and specifications, as instruments of service, shall be and remain the
property of *Architect*.

VI. Photographs