



407.448.8800

Landscape Maintenance Agreement

This is not a monthly contract. This is just an agreement to pay for services listed below.

Print Name: _____ Phone: _____

Date: _____

At Address: _____

Contact: _____ email: _____
(Optional) Our Invoices are sent via email

The purpose of this Agreement is to set forth the terms and conditions under which **Aggro Landscape & Design** (hereinafter called "**ALD**") will provide landscape maintenance service for the Client at the above address.

ALD agrees to perform the following services as outlined in this Landscape Agreement and approved by the client.

Section I Lawn Maintenance:

A) Mowing, Edging and String Trimming: All turf areas shall be mowed as needed so that no more than 1/3 of the leaf blades are removed per mowing. Mowing shall be with a (reel/rotary/or mulching) mower. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety. Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings will be distributed by mechanical blowing or collected and removed by the **ALD**. In the case of fungal disease outbreaks, clippings will be collected until the disease is undetectable. **ALD** will clean all clippings from walkways, curbs and roadways immediately after mowing and/or edging. Clippings will **not** be swept, blown, or otherwise disposed of in sewer drains to protect our natural water table and local water processing plants.

Please check the box and fill in the dates you would like these services to be added.

- This service will be done on a weekly (6 to 8day) basis from _____ to _____
- This service will be done on a bi-weekly (13 to 17day) basis from _____ to _____
- This service will be done on a monthly (once every 3 weeks) from _____ to _____
- _____

Initial: _____/Amount _____

Section II Trees, Shrubs, Palms, Ornamentals Plants:

A) Trimming and Pruning: All non-seasonal native plants will be trimmed in order to keep a tight control of the overgrowth and improve sight lines. All plants will be trimmed in accordance to the irrelativeness of its size from start date and maintained at this size. Any browning from natural growth of the plant will be removed. All trimmings will be used as compost underneath that plant. Any clippings deemed unsightly by **ALD** will be collected and removed. No plants will be trimmed with 10 feet of power lines.

Please check the box if you would like any of these services to be added.

- All shrubs and hedges agreed to be included will be 6 foot and under
- All shrubs and hedges will be trimmed once on the first week of every month/service for that month
- Seasonal Plants will be trimmed based on requirements for the plant.
- None

Initial: _____/Amount _____



Section III Mulching, Annuals, and Weed Control

A) Installation, Clean-up, and Weed Control: All non-turf areas require at least 3 inches of mulch to limit weeds, reduce watering in flowerbeds, and improve the overall appearance of landscape at least once every 8 months. General chemical weed control in beds will be done once a month to help eliminate plant competition. Seasonal annuals will be transplanted every 4 months depending on the season. Replacement of dead or injured plants due to pests or client negligence will be done without cost to client up to 1 month after installation. Replacement of stolen, vandalized or damaged flowers will be charged to client in a separate estimate.

Please check the box if you would like these services to be added.

- Annual plants will be replaced 3 times a year up to 100 sq ft (10' x 10' or 10 - 1 gallon plants in planter pots; March, August, and November)
- Mulch will be replace in mid-fall (Oct- Nov)
- Mulch will be replace in early spring (Feb- May)
- Weed Control for all beds to limit plant competition on the second week of month/service
- All debris will be clean on the right of way
- None

Initial: _____/ Amount _____

Section IV Alternate Maintenance Services

A) Priced on a Per Job Basis: All services not covered by this contract will be handled in this part of the form. All Alternate services will be dealt with in a separate invoice for the consideration of the client and may not be connected to this contract in any way.

Please check the box if you would like these services to be added.

- Trimming of plants over 6 foot _____
- Installation of mulch/rock/stone _____
- Installation of annuals over amount allowed
- Pre-spring clean up
- Hurricane/storm clean-up \$125 service call first hour then \$55 per hour, everything included(done on a per job bases)
- None
- _____

Initial: _____/ Amount _____

Section IV Implied Services

A) Services Expected on a Regular Basis

1. **ALD** employees will be dress in a professional manner.
2. **ALD** uses the "10 foot rule" we acknowledge everyone within speaking distance.
3. All power equipment will stop being used and will idle when others are within 30feet of a working area unless an **ALD** "Spotter" is present or otherwise directed by client. This includes mowing, edging, blowing, or any a risk of debris being launched that may cause harm.
4. Foul language is **NOT** permitted on any jobsite.
5. An **ALD** supervisor will be present at **ALL** times.

Agreement

Client shall pay to ALD at the rate of \$ _____ per service call for the service herein agreed to be performed. ALD will bill the Client and the Client shall make payment within fifteen (15) days of billing date. Client agrees to pay any service charge on overdue for all payments not made when invoice is due. In consideration of the extension of credit Client will pay a deposit of \$ _____. Deposit will be applied toward final bill.

The terms of this Agreement shall commence on _____ 2009 and shall continue in full force and effect thereafter until it is terminated by thirty days written notice by either party to the other.

This Agreement shall be governed by the laws of the State of Florida and constitutes the entire agreement between the parties regarding its subject matter.

Should ALD be required to engage the services of an attorney in connection with this agreement or to enforce payment hereunder, ALD shall be entitled to its reasonable attorney's or collection fees paid by the Client. ALD guarantees that it will perform its service in a workmanlike manner. Should Client's plantings be damaged by any failure of ALD to fulfill its obligation under this Agreement, ALD shall repair or replace such damaged plantings. ALD shall not be liable for any damage due to Acts of God or Nature. Client's right to repair and replacement are the exclusive remedies and ALD shall not be liable for damages, whether ordinary, incidental or consequential other than as expressly set forth herein.

Billing

Please check the box to determine your payment schedule.

- All invoices will be billed on a daily basis (within 7 days of service) via mail or email.
- All invoices will be billed collectively at the end of each month via mail or email.

Aggro Landscape and Design



Enterprise, FL 32725

Phone: 407-448-8800

Contact: Travis Holmes, Owner

Email: TravisHolmes@AggroLandscape.com

www.AggroLandscape.com



Client Sign _____ Print _____

Date _____

ALD Rep _____ Print _____

Date _____

\$75 is charged for any returned check. All service charges resulting from a returned check will be added to client's bill for that invoice.