

Nature'R Us Landscaping - Lawn Care Contract

Service Agreement



275 Wentworth St. W. Oshawa, ON L1J 1N1
416.807.7675 | NatureRUsLandscaping@outlook.com

1. **PARTIES.** This Lawn Care Contract ("Agreement") is made this _____ day of _____, 20____.

2. **CONTRACTOR:** Nature'R Us Landscaping **MAILING ADDRESS:** 275 Wentworth St. W. Oshawa, ON L1J 1N1

3. **CLIENT:**

Customer Name	
Billing Address	
Contact Phone	
Email	

4. **SCOPE OF WORK.** The Client hereby engages the Contractor to perform services selected in the Services Offer Section 6. below at the following address:

The services provided at the Address must be in accordance with the scope of the work detailed and priced which is stated here in the Agreement. Any additional work required by the Client or proposed by the Contractor that is not specified in this Agreement shall be quoted separately.

5. **TERM.** The Terms of this Agreement shall commence on this _____ day of _____, 2024, and will be terminated on _____ day of _____, 2024.

6. **SERVICES OFFER.** The Contractor agrees to provide the following: (Check all that apply)

<input type="checkbox"/> Aeration of Lawn	<input type="checkbox"/> Mulching (Natural Cedar Mulch, Shredded, Forest Black, Brown, and Red. Playground Mulches Available)
<input type="checkbox"/> Cutting Overhanging Tree Limbs	<input type="checkbox"/> Over Seeding
<input type="checkbox"/> Dethatching Lawn	<input type="checkbox"/> Pavers/Interlocking Bricks Installation
<input type="checkbox"/> Fall Cleanup (Leaves, Twigs, Pruning, Flowers, and Plants Debris Removal.)	<input type="checkbox"/> Paving/Concrete Patios
<input type="checkbox"/> Fertilizer Application	<input type="checkbox"/> Planting and Potting
<input type="checkbox"/> Gardening Maintenance (Line Edging, Pruning, Weeding, Watering, and Cleanup.)	<input type="checkbox"/> Sod Installation
<input type="checkbox"/> Hedges, Bushes Trimming/Pruning	<input type="checkbox"/> Spring Cleanup (Leaves, Twigs, Pruning, Flowers, and Plants Debris Removal.)
<input type="checkbox"/> Landscape Design	<input type="checkbox"/> Watering Plants
<input type="checkbox"/> Lawn Care (Mowing, Line Edging, Grass Clippings Cleanup, or Mulch.)	<input type="checkbox"/> Weeds Removal and Control

7. **PAYMENT TERMS.** The Client agrees to pay the Contractor the following compensation for the provided under this agreement. (Check one)

\$ _____ to be paid Hourly Daily Weekly Bi-Weekly Monthly Other _____

Bagging Debris (Leaf, Twigs, Grass Clippings, Hauling, and Dumping **\$6.00 Per Bag**).

8. INSURANCE. The Contractor agrees to provide the Client with proof of insurance and that the Contractor guarantees that all its employees are covered by insurance.

9. OBLIGATIONS OF THE CONTRACTOR

- a. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.
- b. The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.
- c. If the services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, failing which the cost of all missed services shall be deducted from the invoice.

10. OBLIGATIONS OF THE CLIENT

- a. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 8am to 7pm.
- b. The Client shall be responsible for the removal of any objects e.g. toys, furniture, pet waste, rubbish etc. that will hinder the Contractor in performing under this agreement.
- c. The Client shall keep all pets secured inside a building or fenced area and shall keep people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services.
- d. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.
- e. The Client shall be responsible for the day-to-day care of the lawn as recommended by the Contractor and which are not part of the services outlined here in Agreement.

11. LIABILITY

- a. The Contractor shall not be liable be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes, or sprinkler components.
- b. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.
- c. The Client shall not be liable for any damage to the Contractor's equipment, or any injury or illness sustained by the Contractor and his/her employees or subcontractors or a third party in the performance of this service, and the Client shall not be indemnified against all claims arising from such damage, injury, or illness.
- d. The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service/s contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.
- e. The Contractor shall be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides, or fertilizers. Liability shall be limited to the replacement of the plant/s by the Contractor.

12. WHOLE AGREEMENT. The Lawn Care Contract constitutes the sole and entire Agreement between the parties regarding the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services provided such termination or amendment is made in writing and submitted to the other party _____ days before taking effect.

13. ASSIGNMENT. No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Contract without the prior written consent of the other party.

14. GOVERNING LAW. This Contract and Agreement shall be construed, interpreted, and governed under the laws of the Province of Ontario, and should any provision of this Contract be judged by an appropriate court as invalid; it shall not affect any of the remaining provisions whatsoever.

15. When will we service your lawn? We have a weekly and biweekly route for lawn mowing. If your contract is weekly or biweekly, we will service your lawn once a week or once every 2 weeks on the same day. Our services begin between 8:30 am-7:30 pm, with the exact timing determined by the weather and traffic factors. Our regular lawn mowing routes are typically completed by 7:30 pm.

16. How often should I schedule lawn care services? We recommend scheduling our services on a weekly or biweekly basis to ensure your lawn stays healthy and well-maintained. However, we can work with you to create a customized schedule that meets your specific needs.

17. Invoicing and Payments. We email your invoice Monthly. Pay your invoices easily and conveniently with Visa or Mastercard online or use **e-transfer** to **NatureRUsLandscaping@outlook.com**. Remember to submit your signed contract along with the upfront payment within 7 days before your next scheduled service.

***NOTE:** Visa Card, Mastercard, Debit Cards, Apple Pay, Google Pay, and PayPal charges a transaction fee of 2.9% + \$0.30. It will be added to your payments if these are the options you prefer.*

To move forward, both parties are kindly requested to sign below and acknowledge their agreement to the terms of this contract. If either party needs to cancel this agreement, please provide at least 24 hours prior notification. Let's work together to ensure a positive outcome for everyone involved. Thank you.

Date _____ Date _____

CONTRACTOR

CLIENT

Legal Name _____ Legal Name _____

Signature _____ Signature _____

