

Lawn Care Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Lawn Care Contract

This Lawn Care Contract (this "Agreement") is made on [Date] between [Property owner's full legal name] of [Property address, if different from the address below] (the "Client") and [Lawn care provider's full legal name or business name] of [Provider's address] (the "Provider"), for the property located at [Property address where lawn care services are performed] (the "Property").

The Client engages the Provider to perform recurring lawn care maintenance at the Property, on the seasonal schedule and scope set out below (the "Services"). This Agreement covers the maintenance of the Client's existing lawn and landscaping only — it does not cover new sod or seed installation, irrigation system installation, hardscaping, tree or stump removal, or any other one-time landscape construction project, which the parties would need to agree separately.

1. Scope of Lawn Care Services

During each visit within the service window described in clause 3, the Provider shall perform the following Services at the Property:

- (a) Mowing of all turf areas at a height of [Mowing height, e.g. 3 to 3.5 inches] , with mowing patterns varied to reduce soil compaction and rutting;
- (b) Edging along walkways, driveways, curbs and planting beds;
- (c) String trimming around trees, fences, posts and other obstacles the mower cannot reach;
- (d) Blowing clippings, grass and debris off hard surfaces (driveways, walkways, patios);
- (e) Fertilization on the schedule and with the products stated in clause 5: [Fertilization program, e.g. five (5) applications per season, or state none] ;
- (f) Weed control (pre-emergent and/or post-emergent, as applicable) on the schedule stated in clause 5: [Weed control program, or state none] ;
- (g) Aeration and/or dethatching: [Aeration/dethatching frequency, e.g. once per season in the fall, or state none] ;
- (h) Spring and fall seasonal clean-up (leaf removal, bed clean-out, first/last mow of the season): [Seasonal clean-up scope, or state none] ;
- (i) The following services are expressly out of scope and are not covered by the fees in clause 8: [List anything expressly out of scope, e.g. tree trimming, snow removal, mulch installation, irrigation repair, pest control for structures, or state ...] .

Either party may request additional work; it becomes part of the Services, with an

agreed additional fee, only once both parties confirm it in writing.

2. The Property

The Property consists of approximately [Approximate lawn/landscaped area, e.g. 8,000 square feet of turf] of turf and landscaped area. The Client shall give the Provider [Gate code, lockbox code or other access instructions, or state none needed] and any information about the Property the Provider reasonably needs to perform the Services, including the location of septic fields, buried utility lines, wells, and any part of the Property the Provider should avoid.

The Client shall keep the Property reasonably clear of pet waste, toys, hoses, furniture and other obstacles before each scheduled visit. The Provider is not liable for damage to an item left in an area being mowed or treated that a reasonable inspection before starting work would not have revealed, and is not responsible for re-scheduling a visit delayed by the Client's failure to provide access.

The Client shall tell the Provider about any pet that will be on the Property during a visit, and about any person with a known sensitivity or allergy to lawn chemicals who may be present, before the Provider applies any product under clause 5.

3. Seasonal Service Window and Schedule

The Services are provided during the growing season only, from [Season start date, e.g. March 15] through [Season end date, e.g. November 15] each year (the "Season"), at a frequency of [Visit frequency during the Season, e.g. weekly, or every fourteen (14) days], subject to clause 4.

Outside the Season, this Agreement is suspended and no visits or fees apply, unless the parties agree in writing to winter services (e.g. leaf clean-up, snow removal) as a separate, additional scope with its own fee. This Agreement automatically renews for the following Season on the same terms unless either party gives written notice of non-renewal at least

[Notice period to decline renewal for the next Season, e.g. thirty (30) days] before the Season is scheduled to begin, or the parties agree to revised pricing under clause 8.

The Provider may adjust the frequency of mowing visits within the range stated above based on grass growth, rainfall and seasonal conditions, provided the total number of visits across the Season does not fall below

[Minimum number of visits guaranteed across the Season, or state "as reasonably required by growing conditions"] without the Client's consent.

4. Weather Postponement and Rescheduling

The Provider may postpone a scheduled visit because of rain, standing water, frost, extreme heat, high wind, a local watering or drought restriction, or any other condition that would damage the turf, the Property, or the Provider's equipment, or make the visit unsafe. The Provider shall notify the Client of a postponement by

[How postponement notice is given, e.g. text message] as soon as reasonably possible.

A postponed visit is rescheduled to the next available date, normally within

[Rescheduling window, e.g. three (3) business days] of the original date, weather and

access permitting. A visit postponed by weather is not charged twice, and the Client is not charged an extra fee for the rescheduled visit. If more than

[Number of consecutive postponements before the parties confer, e.g. two (2)] consecutive

visits are postponed by weather, the parties shall confer on adjusting the remaining schedule for the Season.

Neither party is liable to the other for a delay or failure to perform caused by weather, a state or local watering or burn restriction, or another event beyond the Provider's reasonable control, provided the Provider resumes the Services as soon as conditions reasonably allow.

5. Chemical and Equipment Application Disclosure

Where the Services include fertilizer, herbicide, pesticide or other lawn-care chemical applications, the Provider shall apply them in accordance with the product label and all applicable state and local law, using an applicator holding

[Required applicator licence or certification, or state "no licence required in this jurisdiction"] ,

and shall provide the Client, on request, with the product name, active ingredients and application date for any product applied.

Before or immediately after each chemical application, the Provider shall post any warning signage required by law or by the product label, and shall tell the Client the re-entry interval during which people and pets should stay off the treated area:

[Standard re-entry interval, e.g. until the product has dried, or 24 hours] , unless the product

label requires a longer interval, which then controls.

The Client may opt out of some or all chemical applications by written notice to the Provider before the affected visit; opting out does not reduce the fee for the mowing and maintenance Services in clause 1 unless the parties agree otherwise, and the Provider is not responsible for weed, pest or turf-health outcomes attributable to the Client's opt-out.

The Provider shall maintain and operate its mowing, trimming and application equipment in safe working order, and shall clean equipment between properties where

required to avoid cross-contamination of chemical products or the spread of weeds, disease or pests from another property.

6. Property and Irrigation System Damage

Before the first visit, the Client shall mark the location of all in-ground irrigation heads, valve boxes, shallow irrigation lines, low-voltage lighting wire and any other underground or hard-to-see fixture in the areas to be mowed, edged or aerated. The Provider shall exercise reasonable care to avoid marked fixtures and other visible or previously disclosed hazards.

Where the Client has marked or otherwise disclosed a fixture under this clause and the Provider damages it, the Provider shall repair it or reimburse the reasonable cost of repair, up to

[Cap on Provider's liability for a single instance of property or irrigation damage, e.g. \$500 per incident] .

Where the Client has not marked or disclosed a fixture, and the damage would not have been apparent on a reasonable visual inspection, the Provider is not liable for the resulting damage, though the Provider shall promptly report any damage or suspected damage it discovers or causes.

The Provider is not liable for damage caused by a pre-existing defect in the Property, the lawn, or the irrigation system, for damage the Client's own equipment, contractor or pet causes, or for ordinary wear consistent with routine mowing, edging and aeration, including minor scalping, wheel ruts in soft or wet turf, or thinning of grass along frequently traveled edges.

The Client shall tell the Provider promptly, and in any event within

[Number of days to report property or irrigation damage after a visit, e.g. three (3)] days of the visit on which it is discovered, of any damage the Client believes the Provider caused; a claim reported later is not covered under this clause, without prejudice to any other remedy available at law.

7. Debris, Clippings and Clean-up

Grass clippings are left on the lawn to decompose (mulch-mowed) unless the Client requests bagging and removal, in which case an additional fee applies:

[Additional fee for bagging and removal of clippings, or state included] . Leaves, branches and other yard debris generated by the Services are

[Whether debris is hauled away by the Provider or left on-site for the Client to dispose of, and any additional fee] .

The Provider shall leave the Property's hard surfaces free of clippings, leaves and debris at the end of each visit, and shall remove its own equipment, containers and unused product from the Property before leaving.

8. Fees and Payment

The Client shall pay the Provider

[Fee, e.g. \$X per mowing visit, or \$X per month for the full Season scope] for the Services.

Fees are exclusive of sales tax or similar tax, which the Client shall pay in addition where it applies.

The Provider shall invoice the Client [Invoice frequency, e.g. monthly, or after each visit].

Each invoice is payable within [Payment period, e.g. fifteen (15) days] of its date, by

[Accepted payment method]. An invoice unpaid more than

[Grace period before late fee, e.g. ten (10) days] after its due date carries a late fee of

[Late fee], and the Provider may suspend the Services on written notice until the account is settled; a suspension under this clause does not put the Provider in breach.

The Provider may adjust pricing for a subsequent Season by giving the Client written notice at least

[Notice period for a price change effective the following Season, e.g. thirty (30) days] before

the new Season begins. Pricing for the current Season does not change once this Agreement is signed, except by written agreement of both parties or for a change in scope under clause 1.

9. Cancellation and Termination

Either party may terminate this Agreement for convenience by giving

[Notice period to terminate for convenience, e.g. fourteen (14) days] written notice. Either

party may terminate immediately on written notice if the other commits a material breach not remedied within [Cure period, e.g. ten (10) days] of written notice describing it, or if an undisputed invoice remains unpaid

[Non-payment termination period, e.g. thirty (30) days] after its due date.

A single scheduled visit cancelled by the Client with at least

[Notice to cancel a single visit without charge, e.g. twenty-four (24) hours] notice is not charged; a visit cancelled with less notice, or a locked or inaccessible Property at the scheduled time, is charged in full unless the Provider is able to fill the slot elsewhere.

On termination, the Client shall pay for all Services performed up to the termination date. Clauses 6, 7, 10 and 11 survive termination, together with any other provision that by its nature is intended to survive.

10. Independent Contractor Status and Insurance

The Provider is an independent contractor and not an employee, partner or agent of the Client. The Provider controls the manner and means of performing the Services, supplies its own equipment, fuel and lawn-care products except as the parties otherwise agree in writing, and is responsible for its own taxes, insurance and any statutory contributions arising from the fees paid under this Agreement.

The Provider shall maintain, at its own expense and for the duration of this Agreement, the following insurance with a reputable insurer:

[Required insurance and minimum coverage, e.g. \$1,000,000 general liability, or state none required] ,

and shall provide a certificate of insurance on the Client's written request within

[Period to provide certificate, e.g. ten (10) days] of the request.

11. Limitation of Liability and Indemnification

Except for the Provider's obligations under clause 6 (Property and Irrigation System Damage), neither party is liable to the other for loss of profit, loss of use, or any indirect or consequential loss arising out of or in connection with this Agreement, however it arises.

Each party's total aggregate liability under this Agreement, other than liability arising under clause 6, is limited to the total fees paid under this Agreement in the

[Period used to calculate the liability cap, e.g. three (3) months] before the claim arose.

Nothing in this Agreement limits or excludes either party's liability for death or personal injury caused by its negligence, for wilful misconduct, or for any liability that cannot lawfully be limited.

The Provider shall indemnify the Client against any third-party claim for bodily injury or property damage arising from the Provider's negligence or wilful misconduct in performing the Services, or from a chemical application made in breach of clause 5. The Client shall indemnify the Provider against any claim arising from the Client's failure to disclose a hazard or fixture required to be disclosed under clause 6, or from the Client's negligence or breach of this Agreement.

12. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Georgia] . The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Agreement is the entire agreement between the parties about the lawn care Services described in it and replaces any earlier understanding on that subject. It may only be amended in writing signed by both parties. Neither party may assign this

Agreement without the other's written consent, except that either party may assign it to a successor of the business to which it relates.

If any provision of this Agreement is held unenforceable, the rest continues in force. A failure to enforce a provision is not a waiver of it. Notices under this Agreement may be given in writing to the addresses above or to an email address the parties have used for the engagement.

13. Signatures

This Agreement takes effect on the date of the last signature below. The parties may sign in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Each party confirms that it has read this Agreement, that the details entered in it are accurate, and that it has received a copy.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Date: _____

Provider

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____