

# Brandon Tracy

P.O. Box 90802

Raleigh, NC 27675

(919) 559-3807

[brandon@mrmowitallnc.com](mailto:brandon@mrmowitallnc.com)



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## Lawn Maintenance Service Agreement

CUSTOMER

CUSTOMER ADDRESS

NC

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This document is a contract between the two above parties. It is to document the details of the work and the details of the payment. Signatures of both parties indicate agreement and commitment to written terms. This contract presented to \_\_\_\_\_, hereafter referred to as the Customer, and Brandon Tracy, hereafter referred to as the Contractor, shall begin on \_\_\_\_\_ and terminate at close of business on \_\_\_\_\_.

### WORK

The Contractor agrees to provide the following services:

1. Mowing of the property listed above will be done on a regular basis to maintain a orderly and uniform appearance at a height of 2.5 to 3.5 inches. The mowing schedule is as follows: Between the dates of January 1<sup>st</sup> and February 28<sup>th</sup> mowing will be done every 30 days or once each month, or as needed, although variances can occur from 3 to 10 days due to events such as drought, excessive temperatures and rain. Between the dates of March 1<sup>st</sup> and November 30<sup>th</sup> mowing will be done every 7 days or approximately 4 times a month, or as needed, variances included. During the month of December mowing will be done once a month, on or about the 15<sup>th</sup> of the month, or as needed, variances included. Trash will be picked up prior to each mowing.
2. Trimming and edging with trimmer/edger will be performed around all immovable objects including sidewalks and curbs and will mirror the mowing schedule above.
3. All grass trimmings, cuttings and other debris will be blown or removed from sidewalks, curbs, porch, patio, paved areas and parking areas following each mowing.
4. All landscaped areas and plant or flower beds will be weeded and/or sprayed (utilizing herbicide) during each visit or as needed, at the customer's request.
5. Pruning of shrubs (at customer request) will be done at an hourly rate of \$50.00 per labor hour to maintain an orderly and uniform appearance. Minimum charge of one labor hour.
6. Cultivated plant/flower beds shall be re-mulched with decorative mulch (shredded hardwood bark, pine, cedar, cypress and or pine straw) as requested by the Customer. The Customer will reimburse material and labor costs to the Contractor. Cost for Pine Straw purchased, picked up, delivered and applied: \$8.50 per bale. Cost of triple shredded hardwood mulch purchased, picked up, delivered and applied is \$60.00 per cubic yard. Cost of colorized (brown, black, walnut or red) mulch purchased, picked up, delivered and applied is \$75.00 per cubic yard.
7. Leaves shall be blown from the lawn/plant/flower beds into natural areas or the street (Raleigh residents) every 2 weeks during the fall season until all leaves are removed. Dump/travel fees, if leaves are picked up and removed from the property, will be applied separately.
8. Pruning and/or planting of trees (at customer request) will be done at a rate of \$50.00 per labor hour to maintain an orderly and uniform appearance. Minimum charge of one labor hour.
9. A lawn treatment program will take place on a regularly scheduled basis.
  - During January – April, a one-time application of pre-emergent herbicide and fertilizer
  - During September – November, a one-time application of winterizer fertilizer, and the overseeding of tall Fescue grass seed will be performed.
  - As part of year-round maintenance, periodic application as needed of a broad leaf weed control herbicide
10. Debris in the grass areas (limbs, branches, etc) will be removed during each site visit.
11. Any "out of schedule" site visits requested by the Customer for debris removal will incur a \$45.00 per hour flat rate charge plus "dumping fee". Receipt for "dumping fee" will be provided to the Customer. Minimum charge of one labor hour.

**PAY**

We propose hereby to furnish the above listed services - complete in accordance with the above specifications for the sum of: \$\_\_\_\_\_ with payment to be made as follows:

The sum of \$\_\_\_\_\_ to be paid in 12 equal installments of \$\_\_\_\_\_ due on the 5th day of each month plus any additional expenses incurred as noted on line items 5, 6,7,8, and10 above.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

**Terms and Conditions of Lawn Service Contract**

*Performance by Brandon Tracy*

Work crews shall arrive at the job site unannounced unless otherwise noted herein. The Contractor shall attempt to meet all performance dates, but shall not be liable due to delays from inclement weather or other causes beyond their control.

The Contractor will furnish all labor, tools, equipment, transportation and any previously mentioned materials to perform the above scope of work successfully.

If agreed to, the Agreement may be cancelled by the Customer without penalty if the Contractor fails to perform in accordance with this Agreement and failure persists for a period of thirty (30) days after written notice of such failure is received by the Contractor, outlining the failures.

If the Customer elects to opt out of this Agreement without probable cause, the Contractor will cease to provide the services listed above. Payment for ninety (90) days after written notice is received is required if the contract is breached.

This Agreement may be withdrawn by us if not accepted within 30 business days of submission.

Herbicide application will be performed under the direct supervision of "A Cut Above Lawn Care".

*Ownership*

The Customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him or that permission for the work has been obtained from the owner/city/municipality. The Contractor is not to be held responsible for claims for damages resulting from the customer's failure to obtain such permission.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brandon Tracy

\_\_\_\_\_  
Date