

# AGREEMENT

**1. PARTIES:** The party or parties signing acceptance shall herein be known as "Client." The party agreeing to provide servicing on this contract is VLC Landscaping.

**2. CONTRACT:** Once the client signs this Agreement it shall become a binding contract. This contract constitutes the entire agreement between the Parties, and may be modified, amended, or cancelled only by writing.

**3. INSURANCE:** VLC Landscaping is fully licensed and insured.

**4. PLANS:** All drawings produced by VLC Landscaping including plans, profiles, details and the concepts contained therein shall remain the property of VLC Landscaping. These drawings are intended to communicate design ideas and to facilitate implementation only by VLC Landscaping.

**5. FEES AND PERMITS:** The Client shall be responsible for obtaining permits and any fees they may incur. The Client is also responsible for inspections and other related services not described in this contract, which may be required by local, state or federal law.

**6. MATERIALS:** All materials furnished by VLC Landscaping are the sole property of VLC Landscaping until payment in full for such materials has been received. VLC Landscaping reserves the right to remove said materials from the premises should payment in full not be received within thirty days of the materials being furnished.

**7. PAYMENT:** Upon approval of the proposal and formation of this Agreement, a 1/3 down payment will be required, a 1/3 partial payment will be required once the project has commenced and then the final 1/3 payment will be required once the project has been completed. Depending on the job, more installments may be required before completion. After the job is completed, payment in full or balance will be required. If no guarantee has been offered, claims of defective work or materials shall be made in writing to VLC Landscaping within seventy-two hours of completion of the work. Failure to raise such a claim in writing within the seventy-two hour period shall forever bar and discharge any claim by purchaser for allegedly defective works or materials. Client must pay a \$100.00 fee for any returned checks in addition to all costs incurred by VLC Landscaping associated with the collection of any returned checks including reasonable attorney's fees.

**8. LATE FEES:** All sums more than thirty days overdue shall accrue interest at the rate of 2% per month (24% annual rate), or the maximum allowable legal rate, or \$10.00 per month, whichever is greater and as permitted by law. VLC Landscaping reserves the right to provide no further services under contract when any portion of the amount due from the client is more than thirty days overdue. In the event that VLC Landscaping turns this matter over to a collection agency, Client agrees to pay a collection fee of 50% of all sums, and if the matter is referred to an attorney for collection, then Client agrees to pay all court costs and reasonable attorney's fees.

**9. NON-COMPLIANCE:** VLC Landscaping reserves the right to charge Client for the agreed scheduled service even if that service is not rendered due to conditions under Client's control. Such conditions include, but are not limited to: a locked gate, excessive garbage or animal waste, a yard that has already been serviced by someone other than VLC Landscaping, a dangerous pet, workers in lawn or landscape, excessive leaves if not under contract for leaf removal.

**10. RATE CHANGE:** VLC Landscaping reserves the right to change the rate of Client's lawn service as the need arises. Client shall be notified in writing at least 1 week prior to any changes and given the opportunity to cancel the service, according to the provisions in Paragraph 2, if so desired. Should the rate change and should Client decline to cancel, Client's lawn will be serviced exactly according to the previously agreed maintenance plan regardless of the existing conditions. Any requested changes in the frequency or nature of Client's service must be in writing, and will be subject to the appropriate rate change.

**11. RAIN:** Occasionally rain will put VLC Landscaping behind schedule, therefore we may not be able to begin or complete your job on its scheduled day. In this event we will try to begin or complete your job as close to the scheduled day as possible. However, we cannot be responsible for any delay or damage resulting from our inability to perform work due to inclement weather.

**12. PRUNING:** Customers frequently have varied requests with regard to trimming and pruning of shrubbery and pruning of bushes and trees. VLC Landscaping will attempt in all good faith and professional skill to accommodate Client's requests regarding trimming and pruning. However, given the nature of shrub, bush, and tree care, VLC Landscaping cannot and does not guarantee that all pruning will be exactly according to Client's request. VLC Landscaping and/or its foreman will have ultimate discretion regarding proper sizing, shaping and pruning styles of all shrubs, bushes, and trees. If Client's exact specifications cannot be met, VLC Landscaping will explain why the specification cannot be or was not met.

**13. LEAF REMOVAL:** This service will be billed on a per removal basis. Due to the unpredictability of leaf fall, clients who contract for all leaf removal visits will be bound to all visits.

**14. UNAVAILABILITY OF MATERIALS:** Should materials specified under this agreement become unavailable, VLC Landscaping shall have the right to make a substitution equal to or better than such materials at no extra charge to Client.

**15. LIABILITY AND ACTS OF GOD:** VLC Landscaping is liable to Client for no damages or personal injury whatsoever, save those due to VLC Landscaping's own negligence or the negligence of its employees. Any liability for such damages that VLC Landscaping incurs shall be limited according to paragraph 16 of this agreement. Any damages caused by the acts of God, including severe weather, or acts of man other than VLC Landscaping employees are not covered by this contract. Services required to remedy such circumstances will be dealt with as additional services and shall be agreed to in writing. VLC Landscaping is not liable for any injury resulting from.

**16. INDEMNIFICATION:** To the extent allowable by Pennsylvania law, the Client agrees to defend and indemnify VLC Landscaping for, and hold VLC Landscaping harmless from, any and all claims, lawsuits, and losses, arising from any accidents that occur on or around areas where VLC Landscaping has provided services, including but not limited to snow removal services.

**17. LIMITED ANNUAL FLOWER WARRANTY:** VLC Landscaping offers a 60-day, limited warranty on all seasonal flowers. The limited warranty covers the labor only. In the event that Client's seasonal flowers die within the 60 day limited warranty period, VLC Landscaping agrees to replace them (once) for the cost of the new flowers. The Client agrees to pay full price, labor included, for any subsequent replacement.

**18. WARRANTY PROVISIONS:** All warranty claims must be filed in writing and received by VLC Landscaping within the appropriate warranty period. This warranty gives Client specific legal rights and Client may have other rights which vary from state to state. CLIENT'S RIGHT TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES UNDER THIS AGREEMENT. VLC LANDSCAPING IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY DEFECT IN WORKMANSHIP OR MATERIALS UNLESS OTHERWISE WRITTEN. The provisions of this agreement provide VLC Landscaping's sole warranty with respect to its work and materials. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE UNLESS OTHERWISE WRITTEN.

**19. ARBITRATION OR ALL DISPUTES:** At the sole election of VLC Landscaping, any controversy, action, claim, or dispute, breach, or question of interpretation relating to or arising out of this contract shall be resolved by arbitration accordance with the commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction. The costs of any arbitration shall be borne by the losing party or shall be borne in such proportion as the arbitrator(s) determine(s).

**ACCEPTANCE OF CONTRACT:** The above prices, specifications & terms are acceptable. I have read & understood all of the terms & conditions and accept. VLC Landscaping is authorized to perform the work as specified. Payment will be made as outlined.

CLIENT (PRINT): \_\_\_\_\_

CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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Timothy Bean ([TimothyBean@VLCLandscaping.com](mailto:TimothyBean@VLCLandscaping.com))

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**Thank you for your time and consideration, we look forward to working with you.**

