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**Landscape Install Agreement**

**AGREEMENT:**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in this year \_\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“The Customer”) having their principal place of residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and One Way Landscaping, LLC (The Contractor”) having their principal place of business at 8434 Daisy Dallas Road, Hixson, TN 37343 referred to herein collectively as the “Parties.” WHEREAS, THE CUSTOMER has engaged the services of the CONTRACTOR for landscape construction services as outlined in build/specifications section, which should include items listed, or mutually agreed upon by both parties unless a provision is made stating otherwise by both parties. Custom work or large projects may be billed on time and materials basis. Other or additional service requests mutually agreed upon by both parties may be billed on time and materials basis.

**WORK:**

Contractor will furnish any materials, labor, equipment or subcontractors as we deem necessary to properly perform landscaping project described and agreed upon by both parties to this AGREEMENT. All employees will be qualified, competent and personable at all times. All employees are legal citizens and authorized to work in the United States.

**MATERIALS:**

Unless otherwise stated, all building materials shall be new. Contractor shall have complete control of the work and shall be solely responsible for the construction means, methods, techniques, sequences and procedures. Contractor is responsible to have all building materials delivered to job site. Unless noted Contractor will purchase materials on behalf of Customer and it will be part of the total cost stated in this Agreement.

**PERMITS, UTILITIES, SAFETY RESPONSIBILITIES:**

All necessary permits to be acquired by customer PRIOR to the start of any work being performed.

Prior to the start of any work the customer will provide contractor with information regarding the location of property lines, and all subsurface utility and service lines, including but not limited to: electrical, telephone gas lines, and water/irrigation pipe-lines. Customer must call 811 to obtain a “ticket number” and customer is responsible for providing contractor a copy of the 811 “ticket number” showing the active dates in which work can be lawfully conducted.

Contractor is NOT responsible for any damage to utility and service lines- including but not limited to electrical, telephone, gas lines, water/irrigation pipe lines, septic lines, sewer lines, underground dog fences, and wells- that are not marked by either 811 or homeowner. Any damage to unmarked lines will be the responsibility of the homeowner/customer to repair at their own cost.

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Customer is responsible for locating and marking property lines, septic systems, irrigation systems, underground dog fences, and wells.

In the event of any unlawful activities by customer should occur on the premises and the work is cancelled, there will be no refund of any kind.

Contractor will use all proper and appropriate machinery, materials, and techniques to protect property, customer and workers from any danger and safety hazards.

**INSURANCE:**

Contractor agrees to maintain Comprehensive General Liability Insurance and Automotive Liability Insurance.

**LIABILITY:**

In the event of any damage caused to the property by Contractor during the performance of work, we will take responsibility and repair said damages.

Additionally, it is understood that Contractor is not to be held liable for any damage of any kind, that is not caused by our own negligence by contractor or employees.

**ACCESS AND LIABILITIES:**

Customer will help to (within reason) create access to all parts of the job site. Additionally, all utilities are to be provided by the owner/customer.

**PAYMENT:**

THE CUSTOMER agrees to provide the CONTRACTOR with a deposit of 50% of the gross price of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, paid prior to work being started. Service will begin as soon as possible, weather permitting.

The remaining 50% balance, $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is due upon completion of the work as specified. All payments are due within 3 days of project completion.

All returned checks are subject to a $25 service charge.

Contractor has the right to file a mechanic’s lien on house if owner/customer fails to pay bill in full.

**DISCLAIMERS:**

THE CONTRACTOR will not be held responsible for:

Theft of materials on service site.

Damage to materials, or property, or delays in construction due to unforeseen events or acts of nature.

Additional costs incurred due to unforeseen circumstances.

**POST-WORK:**

After the completion of the projects, we agree to remove all debris, and leave the premises in broom-clean condition.

**CHANGES IN WORK:**

Any services rendered, that are in addition to or beyond the scope of work required by this initial Agreement will be billed separately.

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**INSTALL/REMOVE/SPECIFICATIONS:**

**Remove:** ⃣ Shrubs/bushes located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 ⃣ Tree(s) located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ⃣ Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 **Install:** ⃣ Shrubs/Bushes/Trees:

Type, number to be planted, and location of each: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 ⃣ Flowers/Plants:

Flower name, number to be planted, and location of each:

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 ⃣ Mulch: Color \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be installed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WEED CONTROL:**

 Remove weeds located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ⃣ By hand pulling

 ⃣ By Spraying

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 Customer acknowledges the following:

    \_\_\_ Weed control by any method is only temporary. All weeds will emerge again very quickly in the active growing season. One Way Landscaping cannot guarantee permanent weed control.
    \_\_\_ Weed control by spraying will only kill emerged weeds at the time of spraying. Any new weeds that emerge after time of spraying will not be affected by the spray. Any additional applications needed on new weeds is an additional charge.
    \_\_\_  It can take up to 14 days after spraying for weeds to die completely and turn brown.
    \_\_\_  We do not come back to pull up the dead weeds after spraying unless customer specifically requests and pays additional charge for the service.

Customer requests to have dead weeds pulled out:
    (   ) Yes        Additional charge $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
    (   ) No

**CONSTRUCT/BUILD:**

 ⃣ Retention wall located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With the following dimensions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Using Wall block (type/color)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Block to be purchased by ⃣ Customer ⃣ Contractor

 ⃣ Walkway/sidewalk located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With the following dimensions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Materials to be used \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Material to be purchased by ⃣ Customer ⃣ Contractor

 ⃣ Patio located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With dimensions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Materials to be used \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Materials to be purchased by ⃣ Customer ⃣ Contractor

 ⃣ Flower bed located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approximate dimensions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Materials to be used \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Materials to be purchased by ⃣ Customer ⃣ Contractor

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**SPECIAL PROVISIONS/COST BREAKDOWN:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**REPRESENTATIONS AND WARRANTIES:**

1. THE CUSTOMER AND THE CONTRACTOR each represent and warrant to, and agree with, the other that:
2. They have the power and authority to enter into this Agreement and to fully perform their respective obligations hereunder, and this Agreement has been duly executed by it and constitutes a valid and enforceable obligation of it:
3. The agreement complies with all federal, state and local laws, rules and regulations.
4. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between THE CUSTOMER AND THE CONTRACTOR with respect to the subject matter contained herein, and no waiver, modification, alteration or amendment of any of the terms or conditions contained herein shall be effective unless and until set forth in writing, duly signed by both Parties.

**SIGNATURES:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CUSTOMER DATE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONTRACTOR DATE**

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**PROPERTY LOCATED AT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

HOUSE

DRIVEWAY

CUSTOMER INITIALS: \_\_\_\_\_\_\_