



RESIDENTIAL LANDSCAPING CONTRACT TERMS AND CONDITIONS

This Landscaping Contract ("**Contract**") is entered into by and between KalkKare Landscaping, with an address of 324 Lisa Lane, Acworth, GA 30102 ("**Landscaper**") and ("**Customer**"), collectively the "**Parties.**"

1. **Landscaping Services.** Customer wishes to obtain the Landscaper's services to perform the work agreed to in the annual maintenance estimate approved by the homeowner through the Jobber system.

Landscaper agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, Landscaper will remove all materials, supplies, and other debris.

2. **Changes in the Services.** Customer may request reasonable changes to the Services described in the Jobber quote. Any changes to the Services must be in writing and signed by both Landscaper and Customer through the Jobber system. Customer agrees that any changes to the Services may result in additional charges and modify the Schedule described in Section 3.

3. **Term and Schedule.**

For on-going, repeat services, Landscaper will perform the Services as needed to maintain the quality of the property. Homeowner can submit visit requests any time through Client Hub, email to kustomer.kare@kalkare.com, or by calling/texting the office at 470-473-5703.

4. **Payment Schedule**

Customer agrees to pay Landscaper quoted amount per month. Landscaper shall invoice Customer every thirty (30) days. Invoices

are due upon receipt. If payment is not received within thirty (30) days, Landscaper may charge a five percent (5%) late fee.

5. Representations.

Landscaper Representations. Landscaper will perform the Services in a workmanlike manner, in compliance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements.

Customer Representations. Customer is the legal owner of the Property, or otherwise has authority to permit construction upon the Property. The requested Services are in accordance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements. Customer has the financial ability to pay Landscaper for the Services.

6. Obligations.

Landscaper Obligations. Landscaper will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.

Customer Obligations. Customer will provide Landscaper, its employees, agents, and subcontractors reasonable access to the Property for the purpose of performing the Services. Customer agrees to keep the Property clear of all known and potential hazards. Customer further agrees to keep all pets out of the work area of the Property.

7. Insurance. Landscaper warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of Landscaper or its employees and subcontractors.

8. Subcontractors. Landscaper may engage subcontractors to perform work at its discretion, provided that Landscaper shall fully pay any subcontractors and in all instances remain responsible for the proper completion of this Contract.

9. Liability Waiver. If Landscaper, any of its employees, landscapers, agents, or the like are injured in the course of performing the Services, Customer is exempt from liability for those injuries to the fullest extent allowed by law.

10. **Termination.** Customer can terminate the Contract by giving written notice: (a) if Landscaper commits any material breach of this Contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by Landscaper to provide the Services of an acceptable standard and to the reasonable satisfaction of Customer; or (c) if customer sells or otherwise disposes of property maintained.

Landscaper can terminate the Contract by giving written notice: (a) if Customer fails to make the payments required and set forth in Section 4 within 5 days of notice of failure to make a payment; or (b) if Customer commits any other material, non-financial breach and fails to correct the breach within 10 days of notice of the breach.

11. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both Landscaper and Customer.

12. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

13. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract.

14. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. **Waiver.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

16. **Applicable Law.** This Contract shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of laws provisions.

The Parties agree to the terms and conditions set forth above as demonstrated by the signature on the annual maintenance quote (scope and price) in Jobber.