

COMMERCIAL LAWN CARE SERVICES AGREEMENT

Location: _____ Effective Date: _____

Service Provider Information:

Business Name: _____
Contact Person: _____
Business Address: _____
Phone / Email: _____

Client Information:

Client Name: _____
Contact Person: _____
Service Location Address: _____
Phone / Email: _____

Scope of Services:

Service Provider agrees to perform commercial lawn care services including regular mowing, edging, trimming, fertilization, weed control, aeration, seeding, and seasonal clean-up services at the Client's premises as specified in this Agreement and any attached Schedules. Services shall be performed in a professional and workmanlike manner conforming to industry standards.

Service Schedule:

Services shall be provided on a recurring basis according to the schedule agreed upon by both parties, including frequency and times of service visits. Any changes to the schedule must be communicated and agreed upon in writing by both parties.

Payment Terms:

Client agrees to pay Service Provider the total fees as set forth in the attached Pricing Schedule. Payments are due within thirty (30) days of invoice date unless otherwise agreed in writing. Late payments shall bear interest at the maximum rate permitted by applicable law. Service Provider reserves the right to suspend services if payment is not received timely.

Term and Termination:

This Agreement shall commence on the Effective Date and continue until terminated by either party upon thirty (30) days written notice. Either party may terminate immediately for cause upon material breach by the other party if such breach remains uncured after ten (10) days written notice.

Client Obligations:

Client shall provide access to the service locations at scheduled times and maintain the premises in a safe condition.

Client shall notify Service Provider of any hazardous conditions or obstacles. Client agrees not to interfere with Service Provider's performance of services.

Service Provider Warranties and Representations:

Service Provider warrants that all services will be performed in a professional and workmanlike manner consistent with industry standards. Service Provider is properly licensed and insured to perform the services specified herein. Service Provider makes no other warranties, express or implied.

Limitation of Liability:

Except for damages arising from gross negligence or willful misconduct, Service Provider's liability under this Agreement shall not exceed the total amount paid by Client hereunder. In no event shall Service Provider be liable for consequential, incidental, or punitive damages.

Indemnification:

Client agrees to indemnify, defend and hold harmless Service Provider and its employees, agents, and subcontractors from any and all claims, damages, liabilities, costs, and expenses arising out of or related to Client's negligence, breach of this Agreement, or failure to comply with applicable laws.

Insurance:

Service Provider shall maintain general liability insurance and workers' compensation insurance as required by law. Upon request, Service Provider shall provide Client with certificates of insurance.

Compliance with Laws:

Service Provider shall perform all services in compliance with all applicable federal, state, and local laws, rules, and regulations. Client shall also comply with all applicable laws in connection with this Agreement.

Dispute Resolution:

Any disputes arising under this Agreement shall first be subject to good faith negotiations between the parties. If unresolved, disputes shall be submitted to binding arbitration in the county of the Client's principal place of business, in accordance with the rules of the American Arbitration Association.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles.

Entire Agreement; Amendments:

This Agreement, including any attached Schedules and exhibits, constitutes the entire agreement between the parties

and supersedes all prior negotiations, understandings, and agreements. No amendment shall be effective unless in writing and signed by both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

Waiver:

Failure or delay by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or the right to enforce it.

Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions, or labor disputes.

Signatures:

SERVICE PROVIDER

CLIENT

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

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