

## ALLWEATHER LANDSCAPE MAINTENANCE INC. P.O. BOX 6734 SANTA MARIA, CA. 93456

OFFICE: (805) 922-0580 / FAX: (805) 310-4947

\*\*Sample of Inclusive Agreement\*\*

Date

**Customer Information** 

**Project Address:** Location Information

**CONTRACTOR AGREES**: To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

**TERMS**: Contractor shall provide landscape maintenance service in conformity with this agreement:

FOR THE PRICE OF: \$---- PER MONTH

Includes: Pesticides, fertilizer and minor sprinkler repairs.

**Excludes:** Main line breaks, RP and controller repairs or replacement.

**CONTRACT DURATION:** The original term of this agreement is one (1) year, and will automatically continue for successive one (1) year terms unless cancelled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term.

**RESPONSIBILITIES**: Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

**LAWNS**: Mow and edge once each week.

<u>AUTOMATIC IRRIGATION</u>: Shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth and prevent dry areas. This shall be accomplished by checking the irrigation and adjusting the automatic controller based on changes in rainfall and temperature. Any major repairs to automatic irrigation systems and all accessories thereto will be made on a time and materials basis and charged as such.

TREES, SHRUBS, AND VINES: Fertilizing, pruning, thinning, and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking and guying of trees shall be inspected regularly and changed as required to permit growth expansion. Guying of trees shall be deemed an absolute extra. Pruning of trees above eight feet shall be accomplished by a professional tree surgeon upon approval by owner and shall be billed as an extra.

**GROUND COVER MAINTENANCE**: Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

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**FERTILIZER:** Shall be applied as necessary to maintain healthy growth. Application shall be determined by the time of the year, type of soil and type and condition of the plants and will be inclusive of this agreement.

<u>WEED CONTROL</u>: Various chemical for weed and grass, i.e. round up and fusillade will be inclusive of this agreement.

**INSECTS, DISEASE, FUNGUS:** Other pests on trees, shrubs, ground cover and lawn weeds shall be controlled. Control of these shall be accomplished as necessary and billed as an extra. Any pre-existing conditions that are detrimental to plant growth are not the responsibility of the contractor, and correction of this condition is an extra.

**EXCLUSIONS**: The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

**INSPECTION:** Upon request, a monthly inspection of the grounds covered by this agreement shall be made by contractor and owner.

**EXTRAS:** The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, annual color, tree stakes, tree ties, fertilizer, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

**WORKING DAYS SCHEDULE**: Regular schedule is a minimum of one visit per week.

**CONTRACTOR SIGN:** If this proposal is accepted and upon mutual agreement, a 12 inch by 18-inch sign will be allowed at the front entrance identifying Allweather Landscape as the contractor maintaining the landscaping.

**INSURANCE:** Contractor shall maintain the following insurance policies:

- 1. GENERAL LIABILITY
- 2. WORKMANS COMPENSATION
- 3. HERBICIDE PESTICIDE
- 4. VEHICLE

<u>**DEFAULT NOTICE**</u>: In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

ALLWEATHER LANDSCAPE MAINTENANCE INC. Is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

	DATE	
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Allweather Landscape Maintenance, Inc.	DATE	