# A picture containing logo  Description automatically generatedDisclaimer

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# How to use the Contract:

Change the **ABC Landscaping** with your business information and **Mr. Right-Fit Client** with your Client information.

To Mass replace click replace as shown as in your picture, Select **ABC Landscaping,** copy (Ctrl + c) it and paste it in Find what: tab. After that write your company’s name in Replace with tab, then click Replace All.





**{$XXXXX.00**} or any other Blue colored XXX are to note the price.

**{first day of May, XXXX}** Green colour is for dates and change it as per the contract dates decided by you and the client.

{NAME OF INSURANCE COMPANY} This colored font denotes insurance related details which you alter as to your insurance

company name and information.

**After all the edits, press shift + A to select all, and change font color to black.**

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Sample Commercial Contract Version 1 (Remove)

|  |
| --- |
| **Commercial Ground Management Contract**  **BETWEEN**  **ABC Landscaping****Street address****City****Country****Phone number** **AND** **Mr. Right-Fit Client****Street address****City****Country****Phone Number** |

**ABC Landscaping** agrees to supply the goods and services to perform the work necessary to carry out the grounds maintenance of the corporation named above. **ABC Landscaping** shall perform the services outlined in Schedule ‘A,’ Schedule ‘B’, and Schedule ‘C’ as attached hereto, which shall constitute and form an integral part of this contract.

**TERM**

The term of this contract will commence on the **first day of May, XXXX** and expire on the **thirtieth day of April, XXXX.**

**COST OF SERVICES**

The total cost of the described services will be: **My Price per year ($XXXXX.00)**, made payable in 12 monthly instalments of **My Price divided by 12 ($XXXX.00)** **(You can mention the change of the rate as per Price Index).** **ABC Landscaping** will notify the site of this intended increase at least 45 days prior to the anniversary date of the contract. This price does not include GST.

**SCHEDULE OF PAYMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **May 20--** | **$X, XXX.00** | **November 20--** | **$X, XXX.00** |
| **June 20--** | **$X, XXX.00** | **December 20--** | **$X, XXX.00** |
| **July 20--** | **$X, XXX.00** | **January 20--** | **$X, XXX.00** |
| **August 20--** | **$X, XXX.00** | **February 20--** | **$X, XXX.00** |
| **Sept 20--** | **$X, XXX.00** | **March 20--** | **$X, XXX.00** |
| **October 20--** | **$X, XXX.00** | **April 20--** | **$X, XXX.00** |

**GENERAL CONDITIONS**

1. Work done by **ABC Landscaping** will conform to local codes and applicable government regulations. **ABC Landscaping** employees have been trained to work safely and are aware of the regulations (Mention any state regulation and safety protocols if there)
2. **ABC Landscaping** is insured for public liability and property damage with (NAME OF INSURANCE COMPANY) in the amount of **XX million dollars.** The policy number is XXXXXXX.
3. **ABC Landscaping** is covered under the Workplace Safety & Insurance Board. Our Workplace Safety & Insurance Board number is XXXXXX.
4. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to **ABC Landscaping** as promptly as possible.  The Property Owner will hold harmless and indemnify **ABC Landscaping** for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
5. The Property Owner will hold harmless and indemnify **ABC Landscaping** for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. Arising from the following incidents resulting in actual, apparent or potential damage or injury:
6. In any and all cases in which **ABC Landscaping** is restricted by the Owner from determining necessary services at its discretion.
7. In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses, and fees arise as the result of incidents occurring on areas of the property not serviced by **ABC Landscaping**.
8. In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses, and fees arise as the result of incidents occurring during times in which **ABC Landscaping** is restricted from accessing the property to perform its duties
9. Any property including fences, light posts, patios, etc., damaged by **ABC Landscaping** will be restored to its original condition at our expense.
10. All aspects of these specifications may be amended upon mutual agreement.  Any such changes shall be in writing only and thereafter form a part of this contract.
11. It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of sixty (60) days written notice of termination to the other party.
12. Service rates may be subject to a fuel surcharge once the cost of fuel exceeds $1.50 per litre. The surcharge will be 2.5 per cent of the contract price.

By signing you agree to all the terms abovementioned, and schedules listed below

|  |  |
| --- | --- |
| ABC Landscaping Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Signature)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* *(Name of person signing.)* I Have the Authority to Bind the CorporationDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Mr. Right Fit Client Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Signature)* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *(Name of person signing.)*I Have the Authority to Bind the Corporation Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**SCHEDULE "A"**

**(THIS ARE SOME GENERIC SERVICES. EDIT TO SUIT YOUR COMPANY SERVICE)**

**Mid-March – April:**

1. Spring Clean-up:
	1. Sweep curbs, walkways etc. (included).
	2. Rake, de-thatch lawns (included).
	3. Rake out shrub and flower beds (included).
	4. Aeration may be performed, when and as deemed necessary by **ABC Landscaping** (extra).
	5. Winter protection materials (i.e., Burlap, string) will be removed (included).
	6. Tree stakes will be tightened or straightened (included).
	7. Cultivate and edge all beds (included).
2. Organic matter will be dug into beds where annuals will be planted (extra).
3. Removal and disposal of ‘winter-killed’ trees and shrubs (extra).
4. Topdressing, seeding / sodding of damaged and / or weak turf areas (extra).
5. Plant spring flowers (extra).
6. Dormant oil application on junipers, crabs, and euonymus for control of over wintering insects (extra).

 **May:**

1. Regular weekly maintenance includes picking up of paper, litter and debris from lawn, walkways, driveways, and gardens (included).
2. Lawn areas are cut weekly as required to maintain turf at a minimum of 5 centimetres and at a maximum of 8 centimetres.  Grass clippings are swept clean from walkways, driveways, and patios (included).
3. Flowerbeds are cultivated and annuals and perennials are deadheaded on bi-weekly basis (included).
4. All unwanted vegetation growing in gravel areas, walkways, and driveways will be killed (included).
5. Fertilization of turf may be done during last week of May, or during the early part of June (see Schedule "B").
6. Weed control carried out as needed except were prohibited by municipal by-law (included).
7. Open irrigation system (extra).
8. Flower planting to commence on Victoria Day weekend – a specific date for your site will be provided before this time (extra).

**June, July, August:**

1. Regular weekly maintenance includes picking up of paper, litter and debris from lawn, walkways, driveways, and gardens (included).
2. Lawn areas are cut weekly as required to maintain turf at a minimum of 5 centimetres and at a maximum of 8 centimetres.  Grass clippings are swept clean from walkways, driveways, and patios (included).
3. Flowerbeds are cultivated and annuals and perennials are deadheaded on a bi-weekly basis (included).
4. Hedges and shrubs are pruned as required (included).
5. Will monitor for problems in turf, annuals, shrubs, and trees (included). Control measures will be applied as necessary (extra).
6. Addition of shredded pine bark mulch to all shrub and tree beds (extra).

**September:**

1. Regular weekly maintenance includes picking up of paper, litter and debris from lawn, walkways, driveways, and gardens (included).
2. Lawn areas are cut weekly as required to maintain turf at a minimum of 5 centimetres and at a maximum of 8 centimetres.  Grass clippings are swept clean from walkways, driveways, and patios (included).
3. Flowerbeds are cultivated and annuals and perennials are deadheaded on a bi-weekly basis (included).
4. Second fertilizer application (see Schedule "B").
5. Fall weed control – spot spray as needed except where prohibited by municipal by-law (included).
6. Topdressing, seeding / sodding of damaged and / or weak turf areas (extra).

 **October:**

1. The fall clean up includes removal of leaves from lawn areas, flower and shrub beds, walkways, driveways, and patios (included).
2. Lawn areas are cut as required (included).
3. Tree, shrub, and flowerbeds are cultivated and edged (included).
4. Where feasible, annuals will be worked into the soil and left to decompose. All other annuals will be removed and brought to a composting facility (included).
5. Aeration may be performed, when and as deemed necessary by **ABC Landscaping** (extra).
6. Close irrigation system. (extra)

 **November:**

1. Fall clean-up continues as necessary (included).
2. Final turf fertilization (see Schedule "B").
3. Root feeding of deciduous and coniferous caliper trees (extra).
4. Planting of spring-flowering bulbs (extra).

**December:**

1. Anti-desiccant application to selected evergreen species (extra).
2. Pruning of deciduous and coniferous trees under 12 feet (included over 12 feet extra).

**Integrated pest management:**

Plant material (turf, shrubs, trees) will be regularly monitored for the onset of pest problems, in accordance with practices consistent with an Integrated Pest Management approach.   All efforts will be made to ensure that the environment in which the plant material is growing is appropriate. When pest problems are detected, the extent of the infestation will be evaluated, and an appropriate plan of action developed.  This plan may include the use of pesticides, but only after all other avenues have been investigated.  If pesticides are required, products with limited toxicity such as horticultural oils and ‘biologicals’ will be chosen over more toxic alternatives.

**Irrigation system:**

1. Opening and closing of the irrigation system (extra).
2. Diagnosis and repair of faulty components (extra).
3. Renovation of existing system, addition of new lines (extra).

**Additions, deletions, and other conditions:**

1. Any work extra to the contract that is recommended by **ABC Landscaping** and approved by the owner must include a purchase order number from the Property Manager.  This shall be forwarded to the office of **ABC Landscaping** Via fax, e-mail, or regular mail.
2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SCHEDULE ‘B’**

**Lawn care specifications**

**Pesticide free program**

1. Yearly treatment of all turf areas shall consist of five visits: beginning in early spring and ending in late fall.
2. Soil testing shall be carried out once every three years. A copy of the lab analysis will be submitted to the management office.
3. Fertilizer rates have been set at 10 lbs. Per 1,000 sq. Ft. Which represent average requirements. Where soil tests indicate that significantly greater rates are necessary, an additional surcharge will be applied to cover the extra product.
4. Services included in the program price include aeration, seeding, compost topdressing, fertilization, and application of a bio-stimulant.  Soil tests may reveal further deficiencies or imbalances (e.g., Ph, magnesium, organic matter, potash) that may require additional ‘corrective’ treatments. These treatments will be recommended and quoted upon on an as-needed basis and shall be supported by soil test results.
5. Services provided in the Organic Lawn Care Program are included in the contract price.

|  |  |  |
| --- | --- | --- |
| Timing | Treatment | Rate |
| Early Spring | Soil test (once every three years) |   |
|   | Aerate |   |
|   | Overseed |   |
|   | Top dress with (Name of product) |   |
| Late Spring | Fertilize with (Name of product) |   |
| Summer | Spray application of (Name of product) |   |
| Early Fall | Fertilize with (Name of product) |   |
| Late Fall | Fertilize with (Name of product) |   |

**SCHEDULE ‘C’**

**Snow and Ice Maintenance**

**GENERAL CONDITIONS**

1. **ABC Landscaping** shall have total control of the *Work*and shall provide all the labour, equipment, and services necessary for its performance in accordance with this Agreement and in a good and workmanlike manner. **ABC Landscaping** shall comply with all laws, rules, regulations and building and fire codes that relate to the Work and shall obtain any permits or licenses necessary for the performance of the Work as at the date hereof. **ABC Landscaping** will also be responsible for and shall restore at its expense all damage to the property of the Owner caused by **ABC Landscaping** in the performance of the Work which damage was not reasonably foreseeable as a consequence of **ABC Landscaping** performance of this Agreement. The Owner acknowledges that some damage to the property of the Owner is reasonably foreseeable as a consequence of **ABC Landscaping** performance of this Agreement. Such reasonably foreseeable damage includes, but is not limited to, damage to concrete, asphalt, sod, grass, and planting materials due to the application of ice melting products and surface damage to curbs and asphalt due to the clearing and chipping of snow and ice.
2. Sod damage due to the plow will be repaired by June 30. The Property Manager will be notified immediately by **ABC Landscaping** if any damage has occurred. The Property Manager will also notify **ABC Landscaping** immediately if he/she has received any reports of damage prior to any repairs being completed. **ABC Landscaping** has the option to repair any damages or hire a contractor to make repairs.  The customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes utilities such as water shut offs, electrical boxes, sewer vents and clean outs and any other obstacles on or within twenty-five centimetres of the pavement.  If pavement is defective, deteriorated, weakened, frost heaved or was installed improperly, the results of this previous damage are more likely to appear after snow plowing. **ABC Landscaping** is not responsible for any damages to pavements or curbs unless **ABC Landscaping** has been negligent. Customer is responsible for all damage caused to and/or by objects hidden in the snow.

1. If **ABC Landscaping** is delayed in the performance of any portion of the *Work*by the presence of any vehicles, structures or equipment on the *Premises*which interfere with **ABC Landscaping** ability to perform the *Work,*or by an act or omission of the Owner, or by the application of a Municipal By-Law, or by a stop work order (providing the order was not issued as a result of an act or omission of **ABC Landscaping**), or by labour disputes, lockouts, fire, or by any other circumstance reasonably beyond **ABC Landscaping** control, including heavy winter conditions, then the time for the performance of that portion of the *Work*shall be extended until such time as **ABC Landscaping** is no longer so delayed. **ABC Landscaping** shall not be responsible for any damages or losses caused by the failure of **ABC Landscaping** to perform that portion of the *Work*during the time that **ABC Landscaping** was so delayed.

1. This Agreement constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations, or agreements. No act or failure to act shall constitute a waiver of any right or duty under this Agreement nor constitute an approval of or acquiescence in any breach of this Agreement unless expressly agreed to in writing by the Parties.

1. If requested to do so by the Owner, **ABC Landscaping** shall provide evidence of compliance with applicable workers' compensation legislation in (your town), including payments due thereunder. **ABC Landscaping** shall maintain at its own expense Comprehensive General Liability insurance in the minimum amount of $1,000,000.00 per occurrence for bodily injury, death, and property damage. Evidence of such insurance shall be provided by **ABC Landscaping** to the Owner upon the request of the Owner.

1. **ABC Landscaping** shall indemnify and hold harmless the Owner, its agents and employees from and against any claim for damages arising from an occurrence of bodily injury or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement by **ABC Landscaping**, or by anyone for whom **ABC Landscaping** is responsible in law, in the performance of this Agreement and provided that **ABC Landscaping** is given notice of the claim by the Owner within a reasonable time following the occurrence but in any event within 48 hours of the Owner first acquiring knowledge of the circumstances of the claim. The Owner expressly waives the right to claim against for, or be indemnified by **ABC Landscaping** from and against, any other claims and further agrees to indemnify and hold harmless **ABC Landscaping**, its agents, and employees from and against any claim for damages which are not caused by the negligence or breach of this Agreement by **ABC Landscaping**, or by anyone for whom **ABC Landscaping** is responsible in law.

1. The Owner expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the *Premises.*

1. The Owner acknowledges that the application of *Ice Melting Products*to ice or snow on the *Premises*will not and cannot result in the immediate or complete removal of ice from the *Premises.***ABC Landscaping** provides no guarantee or warranty that the application of *Ice Melting Products*will be effective in eliminating ice in any particular circumstance. **ABC Landscaping** will not be responsible to apply *Ice Melting Products*unless the *Ice Melting Products*are commercially and reasonably available to **ABC Landscaping**.

1. Notices under this Agreement must be in writing and must be delivered in person or sent by facsimile transfer to the Owner at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_or to **ABC Landscaping** at: Our mailing addresses
2. A notice will have been given or made on the day that it is delivered or faxed. Either party may give notice to the other of a change in the address or fax number set out above and if such notice is given the address or fax number specified in that notice will then apply for the purposes of giving notices under this Agreement.

**Winter maintenance specifications**

 **1. Definitions**

1. The *Snow Clearing Areas*are described in the *Drawings and Specifications*and are those areas upon which *Snow Clearing*is to occur.
2. *Clearing*involves moving snow from the *Snow Clearing Areas*to the perimeter of those areas. *Snow Clearing*will be done through *Plowing, Pushing*or *Shoveling*as specified in the *Drawings and Specifications. "Clear"*has a corresponding meaning.
3. *Plowing*involves the *Clearing*of snow through the use of a plow or blade attached to a truck vehicle. *Plow*has a corresponding meaning.
4. *Pushing*involves the *Clearing*of snow through the use of a plow or blade attached to a vehicle or motorized piece of equipment which is not a truck, including a front-end loader. *Push*has a corresponding meaning.
5. *Shoveling*involves the *Clearing*of snow through the use of hand tools, including shovels and brooms. *Shovel*has a corresponding meaning.
6. *Relocation*involves relocating snow from the perimeter of the *Snow Clearing Areas*to another location on the *Premises. Relocate*has a corresponding meaning.
7. *Removal*involves relocating snow from *Premises*to a location outside the *Premises. Remove*has a corresponding meaning.

**2. The Fixed Price Work**

1. Snow plowing will commence **without call** upon the accumulation of five centimetres or more on any day of the week including weekends and holidays. Roadways and parking areas will be passable by 7:30 a.m. Following an overnight snowfall, and by 5:30 p.m. Following a daytime snowfall. Clean-up will be completed within eight hours of the completion of a snowfall.
**Overnight snowfall:**Snow that accumulates to the specified amount prior to 2:00 a.m. (may include snowfall just after afternoon plowing was completed).
	1. **Daytime snowfall:**  Snow that accumulates to the specified amounts prior to 11:00 a.m. (may include snowfall just after morning plowing was completed).
	2. **Normal snowfall:**  A snowfall predicted 12 hours in advance with up to fifteen centimetres of accumulation.  Plow time may be affected by late snowfall, wet heavy snow, deep accumulations of snow, fast accumulating snowfall, slow moving traffic, ice storms or other unforeseen and/or uncontrollable circumstances.
2. Shovelling crews will begin their routes upon completion of a snowfall.
3. The *Owner* understands that the sidewalk clearing crew may not work safely if temperature and/or wind conditions create temperatures or wind-chill below -20°C. The *Owner* understands and agrees that **ABC Landscaping** has the right to stop all outdoor manual labour including snow shovelling in these severe conditions so as not to place the workers at risk. Normal work will commence after temperatures and wind-chill factors have returned to a safe range.
4. Excessive accumulation may result in the loss of parking spaces or reduced driving areas. Snow relocation upon the premises or snow removal from the premises will be performed at the direction the *Owner* or its Property Manager. These services shall be performed at the additional costs described below.  Plowing will be performed in such a manner that the necessity for removal from site is kept to the absolute minimum.
5. Primary sites for piling of snow are to be indicated and approved by the Owner or its Property Manager. The corporation will pay for repairs to damaged sod in these areas.
6. Snow will not be piled in front of fire hydrants.
7. Where the Owner and **ABC Landscaping** cannot agree as to whether or not a *Snowfall*has occurred in any particular circumstance, the records of Environment Canada for the location nearest the Premises will be utilized to determine same.

**3.  Ice Melting Services**

1. **ABC Landscaping** shall perform Ice Melting Services (the *Ice Melting Services)*as follows:
2. **ABC Landscaping** shall at their sole discretion apply treated salt, or landscaper’s choice (the *Ice Melting Products)*to the *Premises*in accordance with the *Specifications.*In determining whether or not to apply *Ice Melting Products*in any particular circumstance, **ABC Landscaping** shall act reasonably, shall monitor the weather in the vicinity of the *Premises*and shall apply the standards of the custom of the snow and ice maintenance industry.
3. Treated Salt (or de-icing materials) spreading on roads, parking lots and walkways will be performed under the following circumstances:
	* snowfall of less than five centimeters accumulation
	* freezing rain and/or ice accumulation
	* as determined necessary by **ABC Landscaping** using its professional discretion
	* at the direction of the Property Owner or its Property Manager performed at
4. The additional costs described below.
5. **ABC Landscaping** will be compensated for applying the *Ice Melting Products*to parking and driving areas, entrances and walkways as follows:

**Spread By Truck: Included in contract price**

**Spread by Hand: Included in contract price**

**4. Extra Work**

It is not intended that **ABC Landscaping** should perform any work or services not described in or properly inferable from this Agreement. The Owner may request that **ABC Landscaping** perform additional work or services *("Extra Work"),* by submitting a written request along with a purchase order number to the office of **ABC Landscaping**. **ABC Landscaping** will not unreasonably withhold its agreement to perform *Extra Work.*If **ABC Landscaping** agrees to perform *Extra Work,***ABC Landscaping** will be paid an amount as agreed between the Owner and **ABC Landscaping** for the performance of the *Extra Work.*

**ABC Landscaping** will be paid for the *Extra Work*as follows:

Supply of equipment for on-site relocation or off-site removal services:

Skid steer Loader**:  $XX.XX/hr.** With a 3 hr. Minimum

Wheel Loader:       **$XXX.00/hr.** With a 3 hr. Minimum

Tandem Dump Truck:  **$XXX.00/hr.** With a 3 hr. Minimum

**$XXX.00/hr** for on premises relocation with a 3 hr. Minimum

 **Areas to be cleared include:**

1. **All roads**
2. **Visitor parking lots**
3. **Common element walkways**
4. **Exclusive use walkways/steps**