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* Fill up the blanks with either information as mentioned in the brackets at the end of every blank.
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**Mulching Services agreement**

1. **The Parties**. This Residential Lawn Maintenance Contract (“Agreement”) made \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), is by and between:

Service Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Service Provider”),

AND

Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”),

The lawn stated in this Agreement is found at the following Street Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **The Services**. The Contractor is to provide mulching services which will help you

**Mulch Type and Cost Per Yard** (Please check off desired product)

|  |  |  |
| --- | --- | --- |
| PremiumPlus, labor to install | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Type of mulching material) | $\_\_\_\_\_ per yard plus labor to install Call for pricing |
| Top Quality | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Type of mulching material) | $\_\_\_\_\_ per yard plus labor to install$\_\_\_\_\_ per yard plus labor to install |
| Economy | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Type of mulching material) | $\_\_\_\_\_\_ per yard (may have a slight organic odor) plus labor to install |

Labor rate to install mulch is $65.00 per man/per hour. You will be charged the man-hour rate plus travel and debris removal at $37.00 per yard plus applicable taxes. We can typically spread 1 to 1.5 yards per hour depending on site. **Site access and garden configuration may also affect final price.**

1. **Payment**. The Customer agrees to pay the Contractor on an amount of $ \_\_\_\_

☐ per Job

☐ per Hour basis

1. **Method of Payment**. The Customer agrees to make payment to the Contractor: (check one)
* Cash /check
* Debit / Credit
* Online transfer
1. **General Terms:**

**Governing Law; Counterparts:** This Agreement will be governed and construed in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state/province), irrespective of its conflict of laws provisions. This Agreement (and all Project Specifications) may be executed in counterparts. Delivery of an executed counterpart hereof (or of a Project Specification) by facsimile or other electronic means shall be equally effective as delivery of a manually executed counterpart.

**Notice of Claim; Jurisdiction:** Client agrees that any action to enforce this Agreement shall be brought in the state/province district courts located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state/province). Client hereby consents to personal jurisdiction in the state/province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and waives any rights it may otherwise have to contest the assertion of jurisdiction over it in any other state.

**Entire Agreement:** This Agreement sets forth the entire and complete understanding and agreement of the parties as to the subject matter of this Agreement. All prior discussions are merged into this document. It may not be changed or modified orally but only by a written agreement signed by both parties.

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provisions shall be stricken from the Agreement, and the remaining provisions will continue in full force without being impaired or invalidated in any way.

**Assignment of Rights:** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Notice: Any notice or correspondence under this agreement to Contractor shall be mailed to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any notice or correspondence under this agreement to Client shall be mailed to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I have read this Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate, and complete consideration, fully intending to be bound by same.

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

Contractor's Signature (Date) Client's Signature (Date)

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

Contractor's Printed Name Client's Printed Name