**From: Selena’s Landscape, Design & Tree Service, LLC.**

**Subject: ANNUAL MAINTENANCE AGREEMENT 2017 (April to November)**

We hope to establish a long-term relationship with you, providing quality service for years to come. Why you should choose us **Selena’s Landscape, Design & Tree Service LLC,** is the lawn service for you because:

1. We will save you time to spend with family or other things that interest you.

2. We will save you money if you take advantage of our multi-service discounts.

3. Our employees are: Detail oriented and pay close attention to your lawn’s needs Dependable, courteous, and respectful

**4. SATISFACTION GAURANTEED!** If our work does not meet or exceed your expectations, we will make it right at no additional cost! Professional in appearance and take pride in their work.

**Beginning service is as EASY AS 1, 2, 3!**

To begin service for this season, please read the enclosed 7-page contract and:

1. Initial next to applicable highlighted areas in Section 6.

2. Provide your “Acceptance” signature and date on the white copy.

3. Keep one copy for your records and return the top copy to us.

Please call (484) 645-4707 if you have questions or would like references of satisfied customers.

Thank you for choosing us!

**Selena’s Landscape, Design & Tree Service LLC,** Annual Maintenance Agreement

**1.0 DESCRIPTION OF SERVICES**

1.1. “Basic” Mowing and Maintenance Service: During each visit as needed, we will:

A. Remove normal trash and debris from lawn areas where we are mowing at (only). \*

B. Pick up toys or items lying on turf and place them in an appropriate area.

C. Mow lawn areas and Mulch lawn clippings on site\*\*

D. Trim turf areas (around trees, mail boxes, mulch beds, along fence, etc.) \*\*\*

E. Edge sidewalk, driveway, and curbs.

F. Air-sweep hard surfaces.

\*Removal of fallen branches is not included in our basic service. Fallen branches will be piled in one location off the turf. \*\*Bagging of clippings is not included in the basic service. It is better for the lawn to have the clippings recycled into the lawn (For Dry lawns).

**Bagging Clippings:** If you still would like to have the clippings collected, 25% will be added to the “per visit” cost for mowing.

**Bagging Clippings**: For WET Lawns we will bag clipping in plastic bags. All bags will be left for your local trash pick-up service. **Bagging Clipping:** Will be bill at an additional $ 15.00 per man hour to your mowing service**. (Note: Price includes the price of the bags used). Term: (Wet Lawn) means - Lawn morning due only.**

\*\*\*Due to potential damage **Selena’s Landscape, Design & Tree Service LLC,** team members are not permitted to trim any grass or weeds growing in cracks of hard surfaces (asphalt, concrete, etc.), in mulch or flower beds, behind a/c units, or around any small rocks. Should you require maintenance around these areas; please contact us for an estimate to provide this service.

1.2. Before each mowing, trash and debris will be removed. Mowing will be performed every 7-14 days, depending on growth rate. A turf height between 2 ½ -3 ½ inches will be maintained (1 ½ -2 inches for Bermuda) without removing more than 1/3 of the total leaf blade height. The mowing direction will be alternated each visit, whenever possible, to prevent compaction and enhance your lawn’s appearance. Our equipment is maintained under a regular schedule to ensure excellent working conditions and safety.

**2.0 DESCRIPTION OF ADDITIONAL SERVICES:** Please call for cost estimates.

**2.1 Leaf Removal**: During the fall season with leaves on the ground, it is more time-consuming for us to perform the above-cited “Basic” services during our visits (and harder on our mowing equipment). When leaves will interfere with mowing, visits will be rescheduled until after leaves are removed. Leaf removal options are by:

A. **Selena’s Landscape, Design & Tree Service LLC**: Should you choose this additional service option, the price of leaf removal is $50.00 per man-hour. Since the volume of leaf fall can’t be estimated in advance, a price for removal cannot be quoted prior to service date. If requested, we will call with a quote at the time of service. Please note this does not include Additional Services described as “Spring and Fall Cleanups”.

OR

B. Owner/Resident or Third Party: Should you choose to remove the leaves yourself or by a third party, please call us to coordinate your fall mowing schedule. If you desire **Selena’s Landscape, Design & Tree Service LLC,** to mow your lawn while leaves are on the turf, we may charge a leaf removal fee (depending on the volume of leaves), at the above quoted rate.

**2.2 Shrub Trimming:** Twice per year (once in the spring and once in the fall), we will trim and shape shrubs under 8 feet tall, removing not more than 6 inches from new/existing growth.

**2.3 Mulching: Twice per year** (once in the spring and once in the fall), we will mulch existing mulch beds, using dark double-shredded, hardwood mulch. Mulch will be laid at a thickness of 1-3 inches. Existing mulch beds will be prepared by removing trash, debris, leaves, weeds, and redefining the perimeter with a garden spade. Creating new mulch beds or using different varieties of mulch may be available for an additional cost.

**2.4 Aeration and Over seeding:** Once per year during the fall season we will provide core aeration and seeding. Aeration relieves soil compaction and increases the availability of air, water, and nutrients. Also, aeration minimizes thatch buildup. Over-seeding (at rates recommended by the manufacturer) with our custom blend of certified seed will help establish a thick, healthy lawn.

**2.5 Spring and Fall Cleanups:** A cleanup crew will remove leaves, branches and other debris from existing mulched beds, other non-mulched planting and flowerbeds, shrubs, groundcover. This service will be performed at the beginning of the spring, and end of the fall season. Leaves will be composted on site or hauled off, if requested by the owner. Please call us for a free estimate for your spring and fall cleanups.

**Selena’s Landscape, Design & Tree Service LLC,** Annual Maintenance Agreement

**3.0 CONTRACTOR RESPONSIBILITY**

**Selena’s Landscape, Design & Tree Service LLC,** shall perform work in accordance with the written terms contained or referred to in this agreement. The Lawn Barber reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed; or any changes to property layout is made as set forth under paragraph 5.1 section C.

3.1 Work Force: All employees shall be competent and qualified, and shall be United States citizens or legal residents authorized to work in the United States.

3.2 Materials: All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

3.3 Bio-Hazards: Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client’s property. This includes, but is not limited to, items such as hypodermic needles, condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to communicate any observations of potential bio-hazards to Owner/Client for their appropriate removal by others, unless previously arranged by the Client and Contractor.

3.4 License and Permits: Contractor will comply with all licenses and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

3.5 Taxes: Contractor agrees to pay taxes applicable to its work under this agreement, including sales tax on material supplied where applicable.

3.6 Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law.

3.7 Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees.

3.8 Invoicing: Contractor will submit monthly service statements for the amount set forth under the prices and terms shown in Section 6 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be billed separately.

3.9 Notice of Defect: Contractor shall provide Client a written explanation of any defect that requires more than 5 business days to correct.

3.10 Right to Cancel: Contractor may cancel this Agreement by giving a 10 business day’s written notice for nonpayment, after the payment is delinquent.

**Trucks Break Down and or Accidents;**

We agree to call you if our truck or trucks should be in an accident or break down. We will do our best to give you a new service day or customer agrees to call other service providers.

**Sickness of one or more of our employees**.

We agree to call you if one or more of our employees, are out sick. We will do our best to give you a new service day.

**4.0 CLIENT RESPONSIBILITY:**

4.1 Access to Jobsite: Client shall furnish access to all parts of the jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time.

4.2 Payment: Client shall review statements submitted by Contractor and payment shall be due 15 days following the date of the statement and delinquent if not paid by that date.

4.3 Notice of Defect or Damage: Client shall request Contractor (via phone call for minor problems and in writing for more serious issues) to correct the defect or damage caused by Contractor employees while performing this Agreement’s work. In most cases, Contractor will address or remedy the problem within two to five days after receiving Client’s request. In some cases, it may take longer, depending on circumstances beyond Contractors control (including, but not limited to: weather, inappropriate time of year of to correct the turf or landscape problem, or non-availability of materials). In the unlikely event that Contractor and Client cannot agree on a mutually-acceptable solution to written requests, Contractor will consider acceptance of a cost reduction to amount due or performing additional work at no charge.

**Selena’s Landscape, Design & Tree Service LLC,** Annual Maintenance Agreement

**5.0 TERM AND CONDITIONS**

**5.1 Agreement Term:** Options for the length of this agreement are indicated in Section 6.0. We want your business for a long time. The longer your term of service, the less frequently we will increase our prices.

**A. “Per Visit”** Payment Option covers individual visits only and are held to a 30 day’s term. **Selena’s Landscape, Design & Tree Service LLC,** may adjust the “per visit” pricing for jobs within 30 day’s written notice to the client at which time the client may accept or reject the adjustment. If no notice is given by the end of the season; the prior year’s services and prices will be scheduled for the following year and continue until 30 days’ written notice is given.

B. Term of 12 months: Rates will not change during the Agreement period, with exception to section 3.0, or a “Change to Property Layout” occurs. See below. At the beginning of each contract period, there may be a rate increase of up to five percent (5%) per year to cover the rising cost of business operations.

C. Changes to Property Layout (i.e. adding a fence, pool, etc.): We may adjust the Agreement price and a revised Agreement will be issued. The client has the right to accept or reject the new Agreement without incurring penalty.

5.2 Monthly Payments are due at the office of **Selena’s Landscape, Design & Tree Service LLC,** by the 10th day of each month.

5.3 Billing Statements will include work from current month’s 25th day through next month’s 24th day.

5.4 Late Fees on payments past due shall be $5.00 or bear interest at the rate of 5% per month (whichever is greater).

***5.5 Failure pay your service bill will be handle by: Accounts Receivable- 5517 Hansel Ave, Orlando, Florida, 32809. Phone: 1-887-831-2482 – Fax: 1-877-730-5805 - www.accountsreceivable.com***

**A. “Monthly Payment” Option:**

**1. Changes to Amounts Owed:**

If your lawn is mowed less than 30 cuts during the growing season, we may issue a refund check based on the per cut price. If your lawn requires more than 30 cuts, the additional cuts will be added to the monthly statement.

**2. Agreement Cancellation** Prior to the Anniversary Date: You still may owe additional money, based on: (Amount of work completed) – (Monies paid to date).

**3. Early Cancellation Assessment:** If you unilaterally cancel this Agreement for reasons other than listed in Para. 5.6, without written concurrence from**, Selena’s Landscape, Design & Tree Service LLC,** an Early Cancellation Assessment in the amount of $100.00 or 15% of the contracted amount (whichever is greater) will be due. 4. Upon Notice of Cancellation, monies owed for work performed prior to Notice of Cancellation are due immediately.

**5.5 Visit Schedules** are set to maximize worker productivity by minimizing travel time between jobs. Due to uncontrollable conditions (especially weather and traffic) we cannot specify an exact date and time of service.

**A**. All lawn maintenanc**e** is scheduled the same day each week. If uncontrollable conditions prevent us from maintaining lawn on the scheduled day, we will come the next available day or week. The next week’s visit will be on the regularly scheduled day (assuming it’s at least 4 or more days from the off-schedule visit).

**B.** **Cancelling a Scheduled Visit:** We need to be notified 2 days before your normal scheduled service to let us know you want to be skipped. If the lawn is skipped at your request and we find the lawn to be overgrown on our next visit we may add up to an additional 50% surcharge to the “per visit price” to cover the additional time needed to perform maintenance and/or additional wear on our equipment.

**5.6 Agreement Cancellation:**

If **Selena’s Landscape, Design & Tree Service LLC,** has been paid for all performed services; you have the right to cancel this Agreement without penalty:

**A.** Via written notice within 30 days of signing this Agreement.

**B.** With 30 day’s written notice that:

**1. Selena’s Landscape, Design & Tree Service LLC,** failed to comply with all written aspects of this Agreement.

**2.** You or your spouse are active military, are transferred out of the local area, and you sell your property.

**C.** With 30 day’s written notice (by either party) prior to the anniversary date of the Agreement.

**5.7 Agreement Extension:** In the absence of a Cancellation Notice, this Agreement will continue for an additional term, as set forth under Section 6, with the same provisions and conditions until ended by serving a 30-day written notice (from either party) prior to the current term’s anniversary.

**5.8 Assignment:** This Agreement’s provisions and conditions may be transferable by: A. Client to new property owners or tenants for the remainder of the current term under the same provisions and conditions set forth by this agreement. **B.** **Selena’s Landscape, Design & Tree Service LLC,** to another qualified lawn maintenance company so long as they conform to the same responsibilities and adhere to the same provisions and conditions set forth by this agreement. SATISFACTION GUARANTEED! If at any time during the life of the Agreement, our work does not meet or exceed your expectations, we will make it right at no additional cost!

**DOGS**

ALL DOG WASTE MUST BE REMOVE (IF NOT NO WORK WILL BE PERFORM). And you will be bill the full amount due.

Note: AT NO TIME SHOULD DOGS BE OUT UNATTENDED WHILE WE ARE WORKING ON YOUR PREMISES. If this should happen work will stop and you will be billed full amount due.

**Pennsylvania charges 6% Sales Tax of Landscaping Services.: Edging, Mowing, Pruning shrubbery etc.**

**6.0 TERM LENGTH AND PAYMENT OPTIONS:** **(Please fill out any box highlighted in Brown as it applies to you) Provided for:**

**Payment Options:**

**First payment due at time of service.**

|  |
| --- |
| **Per week Visit: \_\_\_\_\_\_\_\_\_\_\_\_**  **Initials**  **Every other week: \_\_\_\_\_\_\_\_\_\_**  **Initials**  **12 Month: \_\_\_\_\_\_\_\_\_\_\_**  **Initials** |

**Name: (print)**

Property Address:

City, State Zip:

Phone: Email:

A. Please initial next to your chosen Payment plan and services/” package” options.

B. Provide your “Acceptance” signature and date on one copy.

C. Keep one copy for your records and return the signed copy to us.

**6.1 Per Visit Payment Plan:** This option gives you more flexibility to “pay as you go”, but doesn’t give you the consistency the monthly option does (listed below). Payment is due on the 10th day of each month for the previous month’s work. If you are interested in a service not listed, please use the empty space to list service and we will contact you with an estimate for that service. Payment Instructions: Send no money now.

Service Per Visit Amount Annual Scheduled Visits

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SERVICE, Please Add PA Sales Tax 6%** | **Per Visit**  **$$$$ Amount** | **Annual Scheduled Visits** | **Visits Remaining This Year** | **I want the initialed Services(s)** |
| **Weekly Lawn Mowing/edging/blowing\*\*\*** |  | 30 to 36 |  |  |
| **Every Other Week Lawn Mowing \*\*\*** |  | 15 to 21 |  |  |
| **Lawn Mowing as Needed \*\*\*** |  | Call you must call us.  Phone: 484-645-4707 |  |  |
| **Shrub Trimming** |  | 2 |  |  |
| **Aeration/Over-seeding** |  | 1 |  |  |
| **Mulching** |  | 2 |  |  |
| **Leaf Removal Bagging** |  | 2 |  |  |
| **Green Leaf Mowing** |  | 4 |  |  |
| **Spring/Fall Clean-up** |  | 1 |  |  |
| **Bagging Wet Lawns Clippings** |  | As needed |  |  |
| **Monthly Mowing** |  | 1 |  |  |

***Note: Some month have 5 weeks in them.***

***Remember: October and November it may snow.***

**6.2 Monthly Payment Options:** \*Monthly payment options are based on 30 mowing visits per year (unless otherwise stated), and are only available for Agreements signed between December 1 st – March 31st. Agreements signed after March 31st will be effective beginning April of the following year. **This payment option is for 12 equal monthly installments**.

|  |  |  |
| --- | --- | --- |
| **Package** | **Annual Amount** | **Monthly Rate** |
| **Package 1: Weekly Lawn Mowing** |  |  |
| **Package 2: All Initialed Service** |  |  |

**I want the initialed Package 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**I want The Initialed Package 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**6.3 Leaf Removal: Please initial next to your chosen option. Please leave blank if you do not need this type of service.**

\_\_\_\_\_: Leaf Removal included in the service agreement. I understand leaf removal completed by **Selena’s Landscape, Design & Tree Service LLC,** will be billed at a rate of $50.00 per man- hour. All leaves may not be collected due to being wet, and /or in areas where it is hard to rake or blow them out. Leaves will be bag and left on your property for your local trash pick-up service. Bags -Paper or plastic will be billed at $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per box. (Note: We have no way of knowing how many bags will be need).

\_\_\_\_\_: Leaf removal not included in agreement. You understand that all leaves must be off turf areas to be mowed, before mowing is begun.

\_\_\_\_\_: Green Leaf: We mow over all leaves where they lay in the lawn mowing area. For this service will shred as many leaves as we can. It may take up to 2 times before leaves have been shredded at a rate of $60.00 per man hour. Note: Some leaves may be left hole and our mowers may not shred all leaves. All leaves may not be shredded due to being wet, and /or in areas where it is hard to rake or blow them out of the turf.

\_\_\_\_\_: Leaves in beds. For this service we will rake or blow out as many as we can. At a rate of $20.00 per man hours. All leaves may not be collected due to being wet, and /or in areas where it is hard to rake or blow them out of the beds. Leaves will be bag and left on your property for your local trash pick-up service. Bags -Paper or plastic will be billed at $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per box. (Note: We have no way of knowing how many bags will be need).

**For best service leaves must be dry.**

**ACCEPTANCE:** I request “**Selena’s Landscape, Design & Tree Service LLC,**” provide maintenance services as described herein and I have initialed next to the Payment. \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*Bounce check fee $35.00

***First month payment due at the time of signing this agreement. All other payments due on the first day on each month.***

Plan that I want. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ Purchaser/Owner/Agent

Please print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (if different) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Selena’s Landscape, Design & Tree Service LLC,** Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\* KEEP ONECOPY FOR YOUR RECORDS, RETURN ONE COPY TO US\*\*\*

**702 Preston Ave, Bryn Mawr, Pa. 19010 Phone 484-645-4707 Fax 610-527-1251 / Email: Jaeaamswr@gmail.com**