

Landscaping & Hardscaping Contract

Clause set for a landscaper. Figures shown are a worked example — a \$10,000 job with a 25% deposit — so the payment wording reads as it will when you use it. Replace them with yours.

BUSINESS	LICENCE NO.
PHONE	EMAIL
CUSTOMER	BILLING ADDRESS
JOB SITE ADDRESS	PHONE / EMAIL
CONTRACT NO.	DATE
ESTIMATE IT IS BUILT FROM	

1. Scope of Work

[Your Business Name] ("Contractor") agrees to perform the following work for [Customer Name] at [Job Site Address], per Quote [0001] dated [Date]:

- Paver patio, installed on base — priced per square foot
- Segmental retaining wall — priced per square foot
- Sod, supplied and laid — priced per pallet
- Shrub, planted — priced per each
- Mulch, delivered and spread — priced per cubic yard
- Irrigation zone — priced per zone

2. Estimate Notice

This document reflects an estimate based on a visual site assessment. Final pricing may be adjusted if conditions discovered once work begins (e.g. unexpected utilities, soil composition, or hidden drainage issues) differ materially from what was visible at the time of estimate. Any such change will be communicated and agreed to before additional work proceeds.

3. Pre-Work Site Documentation

Prior to commencing work, [Your Business Name] will photograph and/or video the job site, including existing lawn conditions, hardscape, structures, and any visible pre-existing damage. These records are [Your Business Name]'s property and will be retained for a minimum of 2 years. Customer consents to this documentation.

Customer is also encouraged to take their own before-photos. Any claim that [Your Business Name] caused damage to pre-existing conditions must be evaluated against this documentation.

4. Underground Utilities & Private Infrastructure

State law requires underground utilities to be located before excavation begins. [Your Business Name] will contact 811 (One-Call) before work starts, which locates publicly-owned utilities (gas, electric, water, sewer, telecom). However, 811 does not locate private utilities.

The following are Customer's sole responsibility to identify, mark, and disclose in writing to [Your Business Name] before work begins:

- Irrigation and sprinkler systems
- Invisible/underground pet fence lines
- Outdoor lighting conduit and low-voltage wiring
- Private internet or cable lines run from the home
- Private water lines or secondary sewer lines
- Propane tanks or private gas lines
- Any other privately installed underground infrastructure not on public utility records

[Your Business Name] is not liable for damage to any private utility or underground infrastructure that was not disclosed and physically marked by Customer prior to excavation. If an undisclosed private utility is struck during the course of work, the cost of repair is Customer's responsibility. Work may be paused until the affected line is repaired, and any additional scope resulting from the discovery will require a written change order.

5. Structural and Pre-Existing Property Conditions

Drainage installation involves excavation in proximity to foundations, retaining walls, pools, fences, decks, driveways, patios, and other existing structures. [Your Business Name] takes reasonable care to avoid disturbing existing structures.

[Your Business Name] is not responsible for:

- Pre-existing cracks, settlement, or structural weakness in foundations, walls, or slabs that become visible during or after installation
- Damage to pools, pool equipment, or pool decking, unless [Your Business Name]'s work physically strikes the structure due to [Your Business Name]'s direct negligence
- Damage to retaining walls, fences, or hardscape features that are structurally compromised prior to work and whose condition was not disclosed
- Settlement or shifting of driveways, patios, or walkways caused by changes in soil moisture or drainage patterns after installation — this is a natural consequence of redirecting water flow in clay-heavy soils

If any existing structure appears compromised or at risk prior to excavation, [Your Business Name] will document the condition and notify Customer in writing. Customer may authorize or decline to proceed.

6. Surface, Lawn & Landscaping Disturbance

French drain and catch basin installation requires digging trenches through your yard. This is inherently disruptive to the surface. By signing this contract, Customer acknowledges and agrees to the following:

What [Your Business Name] will do: Backfill and grade all excavated areas. If Sod & Topsoil Restoration is included as a line item in the quote, [Your Business Name] will lay sod over the trench area. If it is not included, surface restoration is Customer's responsibility.

What Customer should expect:

- Lawn over a drainage trench will not immediately match the surrounding yard in density, color, or texture. Full integration into the surrounding turf takes one to two growing seasons under normal conditions.
- Heavy rainfall in the first 30 days after installation may accelerate settling. [Your Business Name] is not responsible for re-grading or re-sodding due to post-installation weather events.

[Your Business Name] is not responsible for:

- Matching the exact appearance, thickness, or density of existing lawn over the trench area
- Restoring garden beds, ornamental plantings, or landscaping features not specifically listed in the scope of work
- Damage to lawn areas caused by equipment access routes that were agreed upon or necessary given the site layout
- Pre-existing lawn quality issues that become more visible after installation

7. Workmanship Standard & Drainage Outcome

All work will be performed in a good and workmanlike manner consistent with the standards of the residential drainage contracting industry.

[Your Business Name] does not guarantee any specific outcome (e.g., elimination of all standing water, complete prevention of basement moisture) beyond what is described in the agreed scope of work. Drainage systems reduce and redirect water flow — they do not eliminate all water intrusion in all storm events.

Customer acknowledges that drainage systems are designed to manage and significantly reduce water intrusion, standing water, and runoff under typical storm conditions. No drainage system can guarantee complete elimination of water during extreme weather events that exceed the design capacity of the system. [Your Business Name]'s obligation is to install the system as described in the scope of work to professional standards — not to guarantee a specific drainage outcome under all possible conditions.

8. Payment Terms

Total project price: \$10,000

A deposit of \$2,500 (25% of total) is due before work begins to secure your project date. Cancellation and refund terms are governed by our Terms of Service at [\[yourwebsite.com\]/terms](#).

The remaining balance of \$7,500 is due upon completion of the work. This agreement is valid for 30 days from the date it was sent.

Completion: Work is considered complete when all line items in the quoted scope have been performed and the crew has departed the site. [Your Business Name] will notify Customer (by phone, text, or in person) when work is complete. Customer is welcome to inspect the work before the crew departs. The balance payment becomes due at that point regardless of whether a formal sign-off is obtained. If Customer wishes to note any concern at completion, they must do so in writing within 48 hours of the completion notification.

Late Payment: Balances unpaid within 10 days of completion are subject to a late fee of 1.5% per month (18% per year) on the outstanding amount.

Stop-Work: If Customer fails to make any payment when due, [Your Business Name] reserves the right to suspend or stop work immediately upon written or verbal notice. [Your Business Name] is not responsible for any damage, flooding, or property conditions arising from an incomplete installation caused by Customer's failure to pay or provide site access. Mobilization and demobilization costs incurred are payable by Customer regardless of whether the project is completed.

9. Change Orders

Any changes to the scope of work described above must be agreed to in writing (including email) by both parties before the additional work begins, and may result in a revised price and/or schedule. Where a change order has been agreed in writing, the amount agreed is added to the balance payable under Payment Terms and may be charged to the card on file, if one is held.

10. Warranty

Warranty coverage, if any, for this project is determined by the service tier selected on your quote and is described in our Terms of Service at [\[yourwebsite.com\]/terms](#).

11. Right to Cure Before Legal Action

Before initiating any legal action or hiring a third party to correct alleged defects in [Your Business Name]'s work, Customer must notify [Your Business Name] in writing (email to [\[your@email.com\]](#) is acceptable) describing the alleged defect. [Your Business Name] shall have 15 business days from receipt of written notice to evaluate the issue and propose a remedy. Failure to provide this opportunity to cure will bar Customer from recovering third-party repair costs from [Your Business Name].

12. Customer Interference & Third-Party Modifications

Customer agrees not to alter, modify, excavate near, or allow any third party to alter the installed drainage system without prior written consent from [Your Business Name]. Any unauthorized modification voids the warranty immediately and fully releases [Your Business Name] from liability for system performance.

If third-party work (landscaping, fencing, irrigation, pool work, etc.) disturbs the drainage system after installation, repair costs are Customer's responsibility.

13. Force Majeure & Weather Delays

[Your Business Name] shall not be in breach of this agreement for delays caused by circumstances beyond its reasonable control, including but not limited to: heavy rainfall, flooding, severe weather, acts of God, utility company delays, material supply disruptions, or government orders.

In such cases, the installation date will be rescheduled at the earliest practical opportunity at no additional charge to either party. No penalty or reduction in the contract price shall apply to weather-related delays.

14. Subcontractor Disclosure

[Your Business Name] may perform work through employees or subcontractors. All work performed under this agreement — whether by [Your Business Name]'s employees or subcontractors engaged by [Your Business Name] — is covered by this contract and [Your Business Name]'s liability limits. Customer has no direct contractual relationship with any subcontractor. [Your Business Name] is responsible for its subcontractors' work to the same extent as if [Your Business Name] performed it directly.

15. HOA & Municipality Approval

Customer is solely responsible for obtaining any required approval from their homeowners association (HOA), municipality, or governing body before work begins. [Your Business Name] will obtain required government permits where applicable, but HOA approval is Customer's responsibility. [Your Business Name] is not liable for any fines, stop-work orders, or required removal/remediation arising from Customer's failure to obtain HOA approval.

16. Neighboring Property

[Your Business Name] will take reasonable care not to disturb neighboring properties during installation. However, redirecting water flow may alter drainage patterns on adjacent properties. [Your Business Name] is not responsible for third-party claims from neighboring property owners arising from changes in drainage patterns resulting from the installation, unless caused by [Your Business Name]'s gross negligence.

17. Photo & Video Marketing Consent

Customer grants [Your Business Name] a non-exclusive, royalty-free license to use photographs and videos taken at the job site for marketing, educational, and portfolio purposes, provided that no personally identifying information (name, address, or face) is included without Customer's separate written consent.

18. Attorney's Fees

In the event of any legal action arising from this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party.

19. Terms of Service & Electronic Signature

By signing below, Customer confirms they have read, understand, and agree to [Your Business Name]'s Terms of Service available at [yourwebsite.com]/terms, which are incorporated into this agreement by reference and form part of the binding contract between the parties.

The parties agree that an electronic signature on this agreement is legally binding and has the same force and effect as a handwritten signature under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.).

CONTRACTOR SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE