Template from signwren.com. General information, not legal advice. Check your state's rules and adapt it before you use it.

Check whether your state requires a contractor license for this work, limits deposits, or requires specific wording in home improvement contracts. If you sell this job at the client's home, the FTC Cooling-Off Rule (16 CFR Part 429) may require a written notice of the right to cancel. Check your state's rules and attach any required notice.

LANDSCAPING CONTRACT

This Landscaping Contract ("Contract") is made on [date] between:

Client: [Client's full legal name], of [Client's mailing address], phone [phone], email [email]

Contractor: [Contractor's full legal name or business name], of [business address], phone [phone], email [email], license number (if any) [license number]

1. Property

The work will be done at: [property address] ("Property"). The Client confirms they own the Property or have the owner's permission for this work.

2. Scope of work

The Contractor will do the following work ("Work"), as described here and in any attached plan, drawing or plant list (each signed or initialed by both parties):

☐ Site preparation and removal of existing turf, plants or materials: [describe]
☐ Grading and drainage: [describe]
☐ Planting (trees, shrubs, perennials): [describe, or see attached plant list]
☐ Sod or seed: [area in sq ft, type]
☐ Beds, edging and mulch: [describe]
☐ Hardscape (patio, walkway, wall, steps): [materials, size, location]
☐ Irrigation (new system, extension or repair): [describe]
☐ Outdoor lighting: [describe]
☐ Other: [describe]

Not included: [describe, e.g. permits, tree removal, electrical work beyond low-voltage lighting, ongoing maintenance]

Ongoing maintenance after completion is not part of this Contract unless the parties sign a separate maintenance agreement.

3. Materials

☐ The Contractor supplies all plants and materials listed in the scope or plan.
☐ The Client supplies these materials: [list]. The Contractor is not responsible for the quality, quantity or warranty of Client-supplied materials.

If a specified plant or material isn't available, the Contractor may substitute one of similar size, type and quality only with the Client's approval in writing (email or text is fine). Any price difference will be handled as a change order.

4. Site access and conditions

The Client will give the crew access to the Property on working days between [time] and [time], including access through [gates, driveway] and space to stage materials at [location]. Parking: [describe].

Before work starts, the Client will move or protect belongings in the work area and tell the Contractor about pets and anything fragile.

If the Contractor finds conditions that couldn't reasonably have been seen before work started (such as buried concrete, rock or a drainage problem), the Contractor will stop work in that area, tell the Client, and propose a change order. The Contractor won't do the extra work without the Client's written approval.

5. Utility marking before digging

☐ The Contractor ☐ The Client will contact 811 or the state 811 center a few business days before any digging, so utilities can mark buried lines. Ticket number: [ticket number]. Digging won't start until the marking is complete.

Utility marking may not cover private lines. Before work starts, the Client will point out or mark private underground lines, such as sprinkler pipes and heads, low-voltage lighting, invisible pet fences, septic systems, and private gas or electric lines to outbuildings. The Contractor will dig carefully around marked lines and isn't responsible for damage to private lines the Client didn't point out and that couldn't reasonably have been seen.

6. Permits

☐ No permits are expected for this Work.
☐ The ☐ Contractor ☐ Client will get these permits or approvals (including any homeowners' association approval): [list]. Permit fees are ☐ included in the price ☐ paid by the Client.

7. Price and payment schedule

The total price for the Work is [$ amount], which ☐ includes ☐ does not include sales tax.

The Client will pay:

Payment	Amount	Due
Deposit	[$ amount]	On signing
Progress payment	[$ amount]	[milestone, e.g. materials delivered to site]
Progress payment	[$ amount]	[milestone, e.g. hardscape complete]
Final payment	[$ amount]	Within [number] days after the final walkthrough

Payment by ☐ check ☐ card ☐ bank transfer ☐ other: [describe]. If a payment is more than [number] days late, the Contractor may pause work after giving written notice, and the schedule will be extended by the length of the pause.

8. Change orders

Any change to the scope, materials, price or schedule must be in a written change order signed by both parties before the changed work is done. Each change order will describe the change, the price difference and any effect on the schedule. Small changes with no price difference may be agreed by email or text.

9. Schedule and weather

Work will start on or about [start date] and is expected to be complete by [estimated completion date]. The schedule will be extended for weather, frozen or saturated ground, material delays outside the Contractor's control, change orders, or Client delays, and the Contractor will keep the Client updated.

10. Cleanup

The Contractor will keep the site reasonably tidy and, at completion, remove debris and excess materials. Removed turf, soil and plants will be ☐ hauled away ☐ left on site for the Client.

11. Final walkthrough

When the Work is finished, the parties will walk the site together. The Client will list any items that don't match this Contract in writing within [number] days, and the Contractor will fix them within a reasonable time. Final payment is due as set out in Section 7, less the reasonable value of any listed item that remains unfinished.

12. Plant warranty (optional)

☐ No plant warranty is offered.
☐ The Contractor will replace, once, any tree, shrub or perennial installed by the Contractor that dies or is in clear decline within [number] months of completion. The Client pays ☐ nothing ☐ [$ amount or percentage] for each replacement. Annuals, sod, seed and Client-supplied plants are ☐ covered ☐ not covered.

The plant warranty does not cover losses from lack of watering, irrigation turned off or changed, care instructions not followed, severe weather, animals, pests or disease outside the Contractor's control, vandalism, or changes by others. The Contractor will give the Client written watering and care instructions at completion.

13. Workmanship warranty (optional)

☐ No workmanship warranty is offered.
☐ The Contractor warrants that the hardscape, irrigation and lighting Work will be free from defects in workmanship for [number] months after completion and will repair any such defect at no charge. This doesn't cover normal settling, wear, damage by others, or manufacturer defects in materials.

14. Insurance and damage

The Contractor carries general liability insurance with limits of at least [$ amount] and will provide a certificate on request. The Contractor will take reasonable care and will repair or pay for damage it causes to the Property, other than the expected disturbance of the work area described in the scope.

15. Independent contractor

The Contractor is an independent business, controls how the Work is done, and supplies its own workers and equipment. The Contractor remains responsible for any subcontractors' work.

16. Ending this Contract

Either party may end this Contract by written notice if the other party seriously breaks it and doesn't fix the problem within [number] days of written notice. If the Contract ends early, the Client will pay for Work done and for materials ordered for the job that can't be returned, and the Contractor will refund any deposit or payment beyond that amount within [number] days.

17. General terms

Entire agreement. This Contract, with any attached plan, plant list and signed change orders, is the entire agreement between the parties about the Work and replaces any earlier quotes or discussions.

Amendments. Changes to this Contract must be in writing and signed by both parties, including by change order.

Notices. Notices must be in writing and sent by hand delivery, mail or email to the addresses above.

Governing law. This Contract is governed by the laws of [State].

Severability. If any part of this Contract is found unenforceable, the rest stays in effect.

Signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Client

Signature: _____

Name: [full name]

Date: [date]

Contractor

Signature: _____

Name: [full name]

Date: [date]